



COMMISSIONER'S COURT MINUTES

AUGUST 8TH, 2016 REGULAR TERM, A.D. 2016

1. CALL TO ORDER.

2. DETERMINATION THAT A QUORUM IS PRESENT:

BE IT REMEMBERED that on this the 8th day of August A.D. 2016 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Ramiro V. Ramon, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.

The scheduled 9:00 a.m. public hearing regarding a re-plat establishing lot 9A and 9B Pecan Springs Subdivision (Agenda #46) was called to order. No comments were made during the hearing. Hearing closed at 9:02 a.m.

Agenda Item #73: Approving of subdivision Plats was taken up by the Court at this time.

**ORDER
#16-302**

MOTION	² ND	PRCT	OWNER/PROPERTY DESCRIPTION	SUBMIT	AYES	NOES	ABST
R	N	1	Motion to Approve Re-plat: Pat Ellis, Owner: Re-plat of Lot 9A and 9B Pecan Springs as presented.		R,O, N, F		
					EVV		

4. Approving Minutes of Previous Meeting(s):

JUNE 1, 2016: (correct to reflect Commissioner Ramon was late to the meeting.)

JUNE 13, 2016: (no corrections)

JUNE 27, 2016: (no corrections)

JULY 11, 2016: (correction to #17 to replace "one" with "youth")

JULY 27, 2016: (correct #9 & #12 to reflect vote of the Court)

**ORDER
#16-303**

MOTION	² ND		AYES	NOES	TABLE
N	R	Motion to Approve	R,O,N,F		
		as corrected.	EVV		

MOTION KEY:

EFRAIN V VALDEZ= EVV

COMM RAMON=R

COMM OWENS=O

COMM NETTLETON=N

COMM FLORES= F

QUORUM

X COUNTY JUDGE

EP Judge's Staff

YM Judge's Staff

X COMM. PRCT# 1

X COMM. PRCT# 2

X COMM. PRCT# 3

X COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

 COUNTY ATTY

DM COUNTY ATTY STAFF

SS COUNTY ATTY STAFF

X DISTRICT CLERK

X IT

X SHERIFF

 SHERIFF'S STAFF

X AUDITOR

X TREASURER

X PURCHASING

X HR

X TAX COLLECTOR

X RISK MGMT

X FIRE DEPT

 EMERGENCY MGMT

 JP #1

X JP #2

 JP #3

 JP #4

X OTHER VA

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

5. CITIZENS' COMMENTS:

1. Laura Allen #28: Question on the way Agenda Item is listed. Against the creation of Special committee as the Election Code calls for Elections Commission specifically Texas Election Code §31.032.
2. Martin Wardlaw #22: Against the Elections Administrator position, it's working now, don't waste tax payers monies.

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

Efrain V. Valdez, County Judge

6. Presentation by First Southwest regarding Market Update and discussion on Financing Capacity.

**ORDER
N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Presentation Only				
			No Action Taken				

[Clerk's Note: Copy of presentation was provided for the minutes.]

7. Discussion and possible action to review the purposed agreement and program of work for Val Verde County form Madison Government Affairs.

**ORDER
#16-304**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion To Approve Agreement, authorize the		R,O,N,F		
			Judge to sign and request presentation to the		E V V		
			Court.				

8. Discussion and act on proposed County Judge budget for 2016-2017.

**ORDER
N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Presentation & Discussion				
			No Action Taken				

9. Discussion and possible action to approval a payment of \$4,888.00 for the 2016 Middle Rio Grande Development Council membership dues.

**ORDER
#16-305**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion To Approve payment.		R,O,N,F		
					EVV		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

10. Discussion and possible action regarding the issuance of the tax notes by the county and any matter related thereto.

ORDER
#16-306

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NO	ABST
N	F		Motion to issue tax note in the amount of 2.5 million		R,O,N,F		
			For 7 years and the use of the tax note to be		EVV		
			Determined at a later meeting of the Court.				

11. Schedule two public hearings on proposed tax rate and budget.

ORDER
#16-307

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to set Proposed Tax Rate meeting		R,O,N,F		
			For August 12, 2016.		E V V		

12. Discussion and possible action for the approval on the 2017 CEA membership dues on the amount of \$488.79.

ORDER
#16-308

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion To Approve 2017 CEA membership		R,O,N,F		
			Dues in the amount of \$488.79,		E V V		

13. Submission of application for eligibility form to receive Federal Surplus Property (41 CDR 101-44.207) from Texas Facilities Commission Federal Surplus Property Program (FSP) and authorize County Judge to sign.

ORDER
#16-309

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to approve & authorize the Judge to		R,O,N,F		
			sign the application and add members of the		E V V		
			Court, Fire Chief and Sheriff's Office				

14. Discussion and possible action to approve a Memorandum of Understanding between Texas A&M AgriLife Extension Service and Val Verde County pertaining to Information Technology Services and authorize County Judge to sign.

ORDER
#16-310

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve.		R,O,N,F		
					E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

Sergio J. Gonzalez, Val Verde County Court-At-Law Judge

15. Discussion and possible action on the 2016-2017 Val Verde County Court at Law proposed budget.

ORDER
#16-311

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to table.		R,O,N,F		
					E V V		

16. Discussion and possible action on the Amendment of the 2015-2016 Val Verde County Court at Law budget.

ORDER
#16-312

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to table.		R,O,N,F		
					E V V		

Lewis G. Owens, Jr., County Commissioner Pct. #2

17. Discussion and possible action on the lease agreement between Val Verde County Fairgrounds and the Del Rio 4x4 Mud Racing on September 17, 2016.

ORDER
#16-313

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	R		Motion to approve.		R,O,N,F		
					E V V		

18. Discussion and possible action on the lease agreement between Val Verde County Fairgrounds and the St. Joseph Holy Smoke BBQ Cook Off and 5-k run.

ORDER
#16-314

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	R		Motion to approve lease, charge		R,O,N,F		
			\$1000 and authorize Judge to sign.		E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

19. Discussion and possible action on the use of the Val Verde County Fairgrounds for the flag retirement ceremony.

ORDER
#16-315

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to Approve at no cost.		R,O,N,F		
					E V V		

20. Discussion and possible action between the Val Verde County Fairgrounds and the Amistad National Recreation area to lodge 2- Camels and livestock for the Archology fair. (October 20, 2016 through October 22, 2016).

ORDER
#16-316

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to & waive the fee &		R,O,N,		
			Authorize Judge To Sign		EVV		

Clerk's note: Commissioner Flores was out of the meeting and did not vote on the above motion.

21. Discussion and possible action on fire station building in Rough Canyon if it can be used by the public.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O			Request to wait until after executive session				

After Executive Session, the following motion was made.

ORDER
#16-317

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion that the fire station building in Rough		R,O,N,F		
			Canyon may be used by the public as long as the		E V V		
			Event is scheduled with the Secretary at				
			The fairgrounds.				

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

22. Discussion and possible action on setting a rate for the Fire Station to be rented to the public.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O			Request to wait until after executive				
			Session.				

23. Discussion and possible action on DWI grant and future DWI grants.

ORDER
#16-318

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to table until meeting of		R,O,N,F		
			August 15, 2016.		EVV		

After Executive Session, the following motion was made.

ORDER
#16-319

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to appoint Judge Valdez as the		R,O,N,F		
			Grant administrator on the DWI grant.		EVV		

24. Discussion and possible action regarding the County Judge authority to evaluate, commend, discipline or terminate the following department heads Fire Department, Library, Risk Management, Human Resources, Veterans Office and Information Technology.

ORDER
#16-320

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	R		Motion to approve as presented		O, R	N, F	EVV
			Except not to change organizational				
			Chart.				

After Executive Session, the following motion was made.

ORDER
#16-321

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	R		Motion to give the Judge all authority		O, R		
			To evaluate, commend, discipline the		N, F		
			Department heads for Fire Department,				
			Library, Risk Management, Human				
			Resources, Veterans Office and IT				
			With the exception to terminate them.				

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

25. Discussion and possible action on paying County crews over time for working at the Moody fire.

ORDER
#16-322

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion To Approve And Take		R, O, N, F,		
			From Contingency.		EVV		

26. Discussion and possible action on monies that we paid for the second International Bridge study.

ORDER
#16-323

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	R		Motion To Authorize Judge To		R, O, N, F,		
			Request Reimbursement from City of		E V V		
			Del Rio.				

Clerk's Note: The Court took a ten minute break at this time.

Ramiro V. Ramon, County Commissioner Pct. 1

27. Discussion and possible action on approving the creation of a position and Department of Elections Administrator.

ORDER
#16-324

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		Motion To Create the position and		R, O	N, F, EVV	
			Department of Elections Administrator.				

28. Discussion and possible action on authorizing County Judge and Human Resources Department to start the advertising and recruitment program for an Elections Administrator, and to authorize the County Judge to convene the Special Committee for the purpose of selecting and recommending a candidate for the position of an Elections Administrator. Deadline for recommendation to be the regularly scheduled Commissioners Court Meeting for September 2016.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action was taken.				

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

Antonio Faz III, JP Pct. 2

29. Discussion and possible action regarding approval on water bill to an overage on final payment (PO made for \$30 over by \$1.56).

**ORDER
#16-325**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion To Approve payment.		R,O,N,F		
					E V V		

30. Discussion and possible action requesting approval on Hotel bill to an overage on final payment (PO made for \$516.00 over by \$86.44).

**ORDER
#16-326**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	R		Motion To Approve.		R, O, N, F,		
					E V V		

Generosa Gracia-Ramon, Val Verde County Clerk

31. Requesting appointment of election judges and setting rates of pay for judge and clerks at \$10.00 per hour for the upcoming November 8, 2016 General Election.

**ORDER
#16-327**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to Approve rate of pay for judges and election clerks at \$10.00 per hour		R,O,N,F,		
			For the November 8, 2016 General Election.		E V V		

32. Requesting appointment of the General Election Central Counting Station Manager for the upcoming November 8, 2016 General Election.

**ORDER
#16-328**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Approve as presented.		R, O, N, F,		
					E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

33. Requesting appointment of the General Election Central Counting Station Judge for the upcoming November 8, 2016 General Election.

ORDER
#16-329

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to approve as presented.		R, O, N, F, E V V		

34. Requesting appointment of the Tabulation Supervisor for the upcoming November 8, 2016 General Election.

ORDER
#16-330

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to approve as presented.		R, O, N, F, E V V		

35. Requesting appointment of the Val Verde County Clerk's Deputies as Early Voting Clerk's (as needed) for the upcoming November 8, 2016 General Election.

ORDER
#16-331

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to Approve as presented.		R, O, N, F E V V		

36. Requesting designation of the number of clerks assigned per polling place for the upcoming November 8, 2016 General Election.

ORDER
#16-332

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to Approve as presented.		R, O, N, F E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

Rogelio R. Musquiz, Jr., Purchasing Agent

37. Discussion and possible action regarding Val Verde County TX., entering into a monthly lease agreement with Pitney Bowes to provide mass mailing postal service for the District Clerks office.

**ORDER
#16-333**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		Motion to approve		R, O, N, F		
			48 month contract.		E V V		

38. Discussion and possible action regarding the authorization to purchase the following from capital outlay. (Shredding Equipment - \$750.00 IT Dept.).

**ORDER
#16-334**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve as presented		R, O, N, F		
					E V V		

39. Discussion and possible action regarding Val Verde County TX., entering into a monthly lease agreement with Satellite Phone Store to provide satellite phone service to the fire department.

**ORDER
#16-335**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to approve as presented.		R, O, N, F		
					E V V		

40. Discussion and possible action regarding the solicitation of 2016-2017 defined term purchases of commodities such as fuel, road construction materials, uniforms, janitorial and beverage service.

**ORDER
#16-336**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to go out for bids for		R, O, N, F		
			These services.		E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

41. Discussion and possible action regarding the designation of a central shared copier location for the first floor of the County Courthouse.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken.				

42. Discussion and possible action regarding the payment of the listed invoices from precinct No. 1 that either did not have a purchase order issued or the amount was over the purchase order amount.

ORDER
#16-337

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to authorize payment to B & S		R, O, N, F		
			Order #16-269 (July meeting) already has PO.		E V V		

43. Discussion and possible action regarding the use of Justice of the Peace Technology Funds to purchase shared communications equipment totaling \$350.00. Each JP will contribute equally.

ORDER
#16-338

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to approve as presented.		R, O, N, F		
					E V V		

44. Discussion and possible regarding the establishment of a non-contractual expenditure account for the LAFB Westgate DCC construction project.

ORDER
#16-339

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to approve establishment of an		R, O, N, F		
			account for LAFB Westgate DCC Project as		E V V		
			A grant account & part of the general account.				

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

45. Discussion and possible action regarding the compensation schedule presented by Charles Willis & Associates.

ORDER
#16-340

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to authorize the compensation		R, O, N, F		
			schedule for Charles Wills & Associates		E V V		
			As presented.				

Roger Cerny, County Risk Management Officer

46. A public hearing regarding a re-plat establishing lot 9A and 9B Pecan Springs Subdivision.

ORDER
#16-341

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to approve as presented.		N O R, F		
					E V V		

Beatriz I. Munoz, county Tax Assessor/Collector

47. County General Fund taxable value \$2,367,817,299 as certified by the Appraisal Roll, Rolling Stock value of \$9,774,418 certified by the Comptroller's office, Minus Frozen amount of \$290,678,502 and Transfer Adjustments of \$190,662.

ORDER
#16-342

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to approve as presented.		R, O, N, F		
					E V V		

48. Farm to Market value of \$2,351,339,079 Rolling Stock value of \$9,774,418 minus Frozen amount \$289,815,531 and Transfer Adjustments of \$142.075.

ORDER
#16-343

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to approve as presented.		R, O, N, F		
					E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

Joe Frank Martinez, County Sheriff

49. Discussion and possible action on requesting authorization to make the following changes on an existing Val Verde Sheriff Office credit cards. From old credit card name Juan Soto to Fidel Navarro.

**ORDER
#16-344**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve as presented.		R, O, N, F		
					E V V		

50. Discussion and possible action on authorizing County Judge to sign renewal of existing participation in the Texas 1033 Surplus Property Program.

**ORDER
#16-345**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to approve and authorize the		R, O, N,		
			The County Judge to sign.		E V V		

Clerk’s note: Commissioner Flores was not present when the vote on this Agenda item was taken.

51. Discussion and possible action on authorizing Val Verde County Judge to accept the Inter-local Agreement between Val Verde County, Texas and Terrell County, Texas. This agreement is to provide for the housing and care of certain Inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

**ORDER
#16-346**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to approve as presented.		R, O, N,		
					E V V		

Clerk’s note: Commissioner Flores was not present when the vote on this Agenda item was taken.

52. Discussion and possible action on authorizing Val Verde County Judge to accept the Inter-local Agreement between Val Verde County, Texas and Zavala County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.

**ORDER
#16-347**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve as presented.		R, O, N, F		
					E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

53. Discussion and possible action on authorizing Sheriff Joe Frank Martinez to sign the State and Local HIDTA Task Force Agreement between Val Verde County Sheriff's Office and HIDTA.

ORDER
#16-348

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve & authorize		R, O, N, F		
			Sheriff to sign.		E V V		

54. Discussion and possible action on authorizing Sheriff Joe Frank Martinez to request a credit card for the Val Verde Sheriff's Office Civil Process division.

ORDER
#16-349

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve as presented.		R, O, N, F		
					E V V		

55. Discussion and possible action to allow the accrual of the Holiday hours for the Telecommunication Operators to be extended to December 31, 2016.

ORDER
#16-350

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to approve extending		R, O, N, F		
			The taking of holiday leave.		E V V		

56. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign the Vista SG purchase agreement for the State Records Division at the Val Verde Sheriff's office.

ORDER
#16-351

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to approve 1500 @ yr.		R, O, N, F		
			Vista software & authorize		E V V		
			Judge to sign				

Jerry Rust, County Fire Chief

57. Discussion and possible action to purchase a complete pump for Brush 2 in the amount of approximately \$5,500.00. Pump was broken at the Moody Fire on July 13, 2016.

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

ORDER
#16-352

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to approve purchase		R, O, N, F		
			Pump @ \$5,500 to be paid out of		E V V		
			Contingency.				

58. Discussion and possible action to hire a dozer to cut a fire break between Moody Ranch and Star Ranch, Mota's and Pecan Springs.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken.				

59. Discussion and possible action on enacting a 90 day burn ban for Val Verde County.

ORDER
#16-353

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		MOTION TO APPROVE AS PRESENTED.		R, O, N, F		
					E V V		

M. Graciela Monday, County Library Director

60. Discussion and possible action granting the library permission to allow discarded books to be donated to the Friends of the Library (FOL).

ORDER
#16-354

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		MOTION TO APPROVE AS PRESENTED		R, O, N, F		
			AND DECLARE BOOKS DISCARDED.		E V V		

61. Discussion and possible action regarding request of credit card to book lodging for library travel.

ORDER
#16-355

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		MOTION TO APPROVE AS PRESENTED.		R, O, N, F		
					E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

62. Discussion and possible action regarding Cybrarian to provide time management and print management.

ORDER
#16-356

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		MOTION TO APPROVE AS PRESENTED.		R, O, N, F		
					E V V		

63. Discussion and possible action regarding Aollo Biblionix to replace The Library Corporation (TLC).

ORDER
#16-357

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		MOTION TO APPROVE AS PRESENTED.		R, O, N, F		
					E V V		

Aaron Rodriguez, County Treasurer

64. Monthly Treasurer's Report.

ORDER
#16-358

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to approve as presented.*		R, O, N, F,		
					E V V		
			*this action was taken after Executive Session.				

Ramiro G. Barrera, County IT Specialist

65. Discussion and take possible action on including IT Master Plan budgetary numbers on the 2016-2017 fiscal year budget.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			NO ACTION TAKEN.				

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

Juanita Barrera, County HR Director

66. Discussion and possible action on adopting job descriptions for county employees.

ORDER
#16-359

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		MOTION TO ADOPT JOB DESCRIPTIONS		O, N, F,		
			AS PRESENTED.		E V V		

Clerk's Note: Commissioner Ramon not present during the vote on this Agenda Item.

67. Discussion on added paragraph to vacation policy which allows employees to take time off as it is earned.

ORDER
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			NO ACTION TAKEN				

Frank L. Lowe, County Auditor

68. Monthly Auditor's Report.

ORDER
#16-360

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		MOTION TO APPROVE AS PRESENTED.		R, O, N, F		
					E V V		

69. Discussion and possible action regarding Budget Amendments for Fiscal year 2015-2016.

ORDER
#16-361

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Veterans Office: Transfer \$350 from		R, O, N, F		
			Travel & Training to office supplies		E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

Ana Markowski Smith, County Attorney

70. Discussion and possible action regarding changing the job title of the Val Verde County Attorney Administrative Assistant to Executive Assistant.

**ORDER
#16-362**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		MOTION TO APPROVE AS REQUESTED.		O, N, F,		
					E V V		

71. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1) (A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
72. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

Executive Session items that may result in action in open session thereafter;

**ORDER
N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			NO ACTION WAS TAKEN DURING				
			EXECUTIVE SESSION.				

EXECUTIVE SESSION: _____X_____ §551.071(1) (A) _____ §551.071(1) (A) _____X_____ §551.071(2) _____ §551.071(1) (B) _____ §551.072 _____
OTHER _____ BEGAN @ _____ 12:30 PM _____ ENDED @ _____ 1:10 PM _____ BREAK @ _____ RESUMED @ _____ ACTION AFTER EX: _____

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

73. Approving subdivision Plats. Taken up after Agenda Item # 3 at the beginning of the meeting.

74. Certificates of compliance

ORDER
N/A

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
			NONE WERE PRESENTED.				

75. Approving monthly reports from elected officials:

ORDER
#16-363

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		MOTION TO APPROVE AS PRESENTED.		R, O, N, F		
					E V V		

76. Approving bills for payment:

ORDER
#16-364

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NO ES	ABST
N	O		MOTION TO APPROVE BILLS FOR PAYMENT TO INCLUDE: GOLD STAR EXTERMINATOR \$79		R, O, N, F		
			JAIME CASTRO \$2,450				
			JAIME CASTRO (DOZER WORK) \$1,104.27				

77. Elected official's comments: NONE WERE PRESENTED.

78. Judge's comments:

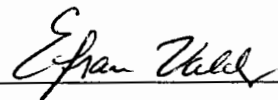
Our next Regular Commissioners Court Meeting will be September 12, 2016, @ 9:00 a.m., Agenda Items are due Wednesday, September 7, 2016 @ 12:00 noon.

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

79. Adjourn:

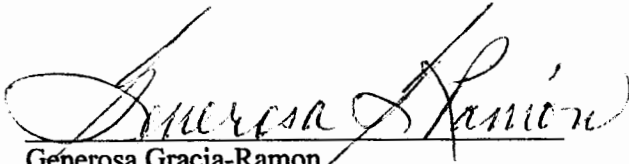
The foregoing, recorded in Volume 47, pages 1-234, inclusive, was on this
the 9th day of JANUARY A.D. 2017, read and are hereby **APPROVED**.

Respectfully submitted,



Efrain V. Valdez, County Judge
Val Verde County, Texas

ATTEST:


Generosa Gracia-Ramon
County Clerk

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES= F

County of Val Verde



Efrain V. Valdez

County Judge

P.O. Box 4250
Del Rio, TX 78841
Email: evaldez@valverdecounty.org

Phone (830) 774-7501
Fax (830) 775-9406

AGENDA/NOTICE

VAL VERDE COUNTY COMMISSIONERS COURT
August 2016 REGULAR TERM

**Old County Court at Law
207 B East Losoya Street
Del Rio, TX**

August 8, 2016 at 9:30 AM

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.
4. Approval of minutes from previous meetings.
5. Citizen's Comments.

**NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS
WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL
VERDE COUNTY COMMISSIONERS COURT:**

Efrain Valdez, County Judge

6. Presentation by First Southwest regarding Market Update and discussion on Financing Capacity.

7. Discussion and possible action to review the purposed agreement and program of work for Val Verde County form Madison Government Affairs.
8. Discussion and act on proposed County Judge budget for 2016-2017.
9. Discussion and possible action to approve a payment of \$4,888.00 for the 2016 Middle Rio Grande Development Council membership dues.
10. Discussion and possible action regarding the issuance of the tax notes by the county and any matter related thereto.
11. Schedule two public hearings on proposed tax rate and budget.
12. Discussion and possible action for the approval on the 2017 CEA membership dues in the amount of \$488.79.
13. Submission of application for eligibility form to receive Federal Surplus Property (41 CDR 101-44.207) from Texas Facilities Commission Federal Surplus Property Program (FSP) and authorize County Judge to sign.
14. Discussion and possible action to approve a Memorandum of Understanding between Texas A&M AgriLife Extension Service and Val Verde County pertaining to Information Technology Services and authorize Judge to sign.

Sergio J. Gonzalez, County Court at Law Judge

15. Discussion and possible action on the 2016-2017 Val Verde County Court at Law proposed budget.
16. Discussion and possible action on the Amendment of the 2015-2016 Val Verde County Court at Law budget.

Lewis G. Owens, Jr., County Commissioner Pct. #2

17. Discussion and possible action on the lease agreement between the Val Verde County Fairgrounds and the Del Rio 4x4 Mud Racing on September 17, 2016.

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18. Discussion and possible action on the lease agreement between the Val Verde County Fairgrounds and the St. Joseph Holy Smoke BBQ Cook Off and 5-k run.
19. Discussion and possible action on the use of the Val Verde County Fairgrounds for the flag retirement ceremony.
20. Discussion and possible action between the Val Verde County Fairgrounds and the Amistad National Recreation area to lodge 2- Camels and livestock for the Archology fair. (October 20, 2016 through October 22, 2016).
21. Discussion and possible action on fire station building in Rough Canyon if it can be used by the public.
22. Discussion and possible action on setting a rate for the Fire Station to be rented to the public.
23. Discussion and possible action on DWI grant and future DWI grants.
24. Discussion and possible action regarding the County Judge authority to evaluate, commend, discipline or terminate the following department heads Fire Department, Library, Risk Management, Human Resources, Veterans Office and Information Technology.
25. Discussion and possible action on paying County crews over time for working at the Moody fire.
26. Discussion and possible action on monies that we paid for the second International Bridge study.

Ramiro V. Ramon, County Commissioner Pct. #1

27. Discussion and possible action on approving the creation of a position and Department of Elections Administrator.

P.O. Box 4250 • Del Rio, TX 78841

28. Discussion and possible action on authorizing County Judge and Human Resources Department to start the advertising and recruitment program for an Elections Administrator, and to authorize the County Judge to convene the Special Committee for the purpose of selecting and recommending a candidate for the position of an Elections Administrator. Deadline for recommendation to be the regularly scheduled Commissioners Court Meeting for September 2016.

Antonio Faz III, JP Pct. 2

29. Discussion and possible action requesting approval on water bill to an overage on final payment (PO made for \$30 over by \$1.56).
30. Discussion and possible action requesting approval on Hotel bill to an overage on final payment (PO made for \$516.00 over by \$86.44).

Generosa Garcia-Ramon, County Clerk

31. Requesting appointment of election judges and setting rates of pay for judges and clerks at \$10.00 per hour for the upcoming November 8, 2016 General Election.
32. Requesting appointment of the General Election Central Counting Station Manager for the upcoming November 8, 2016 General Election.
33. Requesting appointment of the General Central Counting Station Judge for the upcoming November 8, 2016 General Election.
34. Requesting appointment of the Tabulation Supervisor for the upcoming November 8, 2016 General Election.
35. Requesting appointment of the Val Verde County Clerk's Deputies as Early Voting Clerk's (as needed) for the upcoming November 8, 2016 General Election.
36. Requesting designation of the number of clerks assigned per polling place for the upcoming November 8, 2016 General Election.

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Rogelio Musquiz Jr., County Purchasing Agent

37. Discussion and possible action regarding Val Verde County TX., entering into a monthly lease agreement with Pitney Bowes to provide mass mailing postal service for the District Clerks office.
38. Discussion and possible action regarding the authorization to purchase the following from capital outlay. (Shredding Equipment-\$750.00 IT Dept.)
39. Discussion and possible action regarding Val Verde County TX., entering into a monthly lease agreement with Satellite Phone Store to provide satellite phone service to the fire department.
40. Discussion and possible action regarding the solicitation of 2016-2017 defined term purchases of commodities such as fuel, road construction materials, uniforms, janitorial and beverage service.
41. Discussion and possible action regarding the designation of a central shared copier location for the first floor of the County Courthouse.
42. Discussion and possible action regarding the payment of the listed invoices from precinct No. 1 that either did not have a purchase order issued or the amount was over the purchase order amount.
43. Discussion and possible action regarding the use of Justice of the Peace Technology Funds to purchase shared communications equipment totaling \$350.00. Each JP will contribute equally.
44. Discussion and possible action regarding the establishment of a non-contractual expenditure account for the LAFB Westgate DCC construction project.
45. Discussion and possible action regarding the compensation schedule presented by Charles Willis & Associates.

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Roger Cerny, County Risk Management Officer

46. A public hearing regarding a replat establishing lot 9A and 9B Pecan Springs Subdivision.

Beatriz I. Muñoz, County Tax Assessor/ Collector

47. County General Fund taxable value \$2,367,817,299 as certified by the Appraisal Roll, Rolling Stock value of \$9,774,418 certified by the Comptroller's office, Minus Frozen amount of \$290,678,502 and Transfer Adjustments of \$190,662.
48. Farm to Market value of \$2,351,339,079 Rolling Stock value of \$9,774,418 minus Frozen amount \$289,815,531 and Transfer Adjustments of \$142,075.

Joe Frank Martinez, County Sheriff

49. Discussion and possible action on requesting authorization to make the following changes on an existing Val Verde Sheriff Office credit cards. From old credit card name Juan Soto to Fidel Navarro.
50. Discussion and possible action on authorizing County Judge to sign renewal of existing participation in the Texas 1033 Surplus Property Program.
51. Discussion and possible action on authorizing Val Verde County Judge to accept the Interlocal Agreement between Val Verde County, Texas and Terrell County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.
52. Discussion and possible action on authorizing Val Verde County Judge to accept the Interlocal Agreement between Val Verde County, Texas and Zalvala County, Texas. This agreement is to provide for the housing and care of certain inmates incarcerated or to be incarcerated in the Val Verde Correctional Facility.
53. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign the State and Local HIDTA Task Force Agreement between Val Verde County Sheriff's Office and HIDTA.
54. Discussion and possible action authorizing Sheriff Joe Frank Martinez to request a credit card for the Val Verde Sheriff's Office Civil Process division.

P.O. Box 4250 • Del Rio, TX 78841

55. Discussion and possible action to allow the accrual of the Holiday hours for the Telecommunication Operators to be extended to December 31, 2016.

56. Discussion and possible action authorizing Sheriff Joe Frank Martinez to sign the Vista SG purchase agreement for the State Records Division at the Val Verde Sheriff's office.

Jerry Rust, County Fire Chief

57. Discussion and possible action to purchase a complete pump for Brush 2 in the amount of approximately \$5,500.00. Pump was broken at the Moody Fire on July 13, 2016.

58. Discussion and possible action to hire a dozer to cut a fire break between Moody Ranch and Star Ranch, Mota's and Pecan Springs.

59. Discussion and possible action on enacting a 90 day burn ban for Val Verde County.

M. Graciela Monday, County Library Director

60. Discussion and possible action granting the library permission to allow discarded books to be donated to the Friends of the Library (FOL).

61. Discussion and possible action regarding request of credit card to book lodging for library travel.

62. Discussion and possible action regarding Cybrarian to provide time management and print management.

63. Discussion and possible action regarding Aollo Biblionix to replace The Library Corporation (TLC).

Aaron Rodriguez, County Treasurer

64. Monthly Treasurer's Report.

P.O. Box 4250 • Del Rio, TX 78841

Ramiro G. Barrera, County IT Specialist

65. Discuss and take possible action on including IT Master Plan budgetary numbers on the 2016-2017 fiscal year budget.

Juanita Barrera, County HR Director

66. Discussion and possible action on adopting job descriptions for county employees.

67. Discussion on added paragraph to vacation policy which allows employees to take time off as it is earned.

Frank Lowe, County Auditor

68. Monthly Auditor's Report.

69. Discussion and possible action regarding Budget Amendments for Fiscal year 2015-2016.

Ana Markowski Smith, County Attorney

70. Discussion and possible action regarding changing the job title of the Val Verde County Attorney Administrative Assistant to Executive Assistant.

71. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.

72. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

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Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

Executive Session items that may result in action in open session thereafter;

73. Approving Subdivision plats.

74. Certificate of compliance.

75. Approving monthly reports from elected officials.

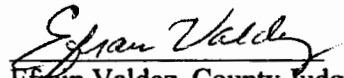
76. Approving bills for payment.

77. Elected official's comments.


78. Judge's comments:

P.O. Box 4250 • Del Rio, TX 78841

Our next Regular Commissioners Court Meeting will be September 12, 2016, @ 9:00 a.m.;
Agenda Items are due Wednesday, September 7, 2016 @ 12: 00 noon.


Efraim Valdez, County Judge
Val Verde County, Texas

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON:
Friday, August 5, 2016 at 9:21 AM

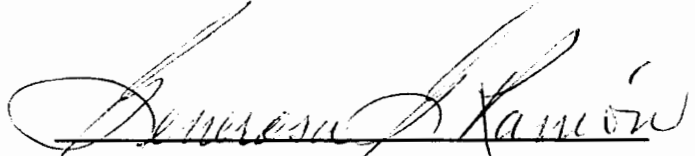
FILED
2016 AUG -5 AM 9:21
GENEROSA GRACIA-RAMON
VAL VERDE COUNTY CLERK
BY:  DEPUTY

P.O. Box 4250 • Del Rio, TX 78841

CERTIFICATE

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 5th day of August, 2016, at 9:21 o'clock a. m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.




Generosa Gracia-Ramon
Val Verde County Clerk

#10



Contact

Raul Villaseñor

Managing Director

70 Northeast Loop 410, Suite 710

San Antonio, Texas 78216

Direct 210.308.2200

Fax 210.349.7585

Raul.Villasenor@HilltopSecurities.com

VOL. 47 PAGE 32



Market Update and Discussion on Financing Capacity

Val Verde County, Texas

August 1, 2016

Table of Contents

Municipal Market Update	TAB A
Capital Project Financing	TAB B

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VAL VERDE COUNTY, TEXAS

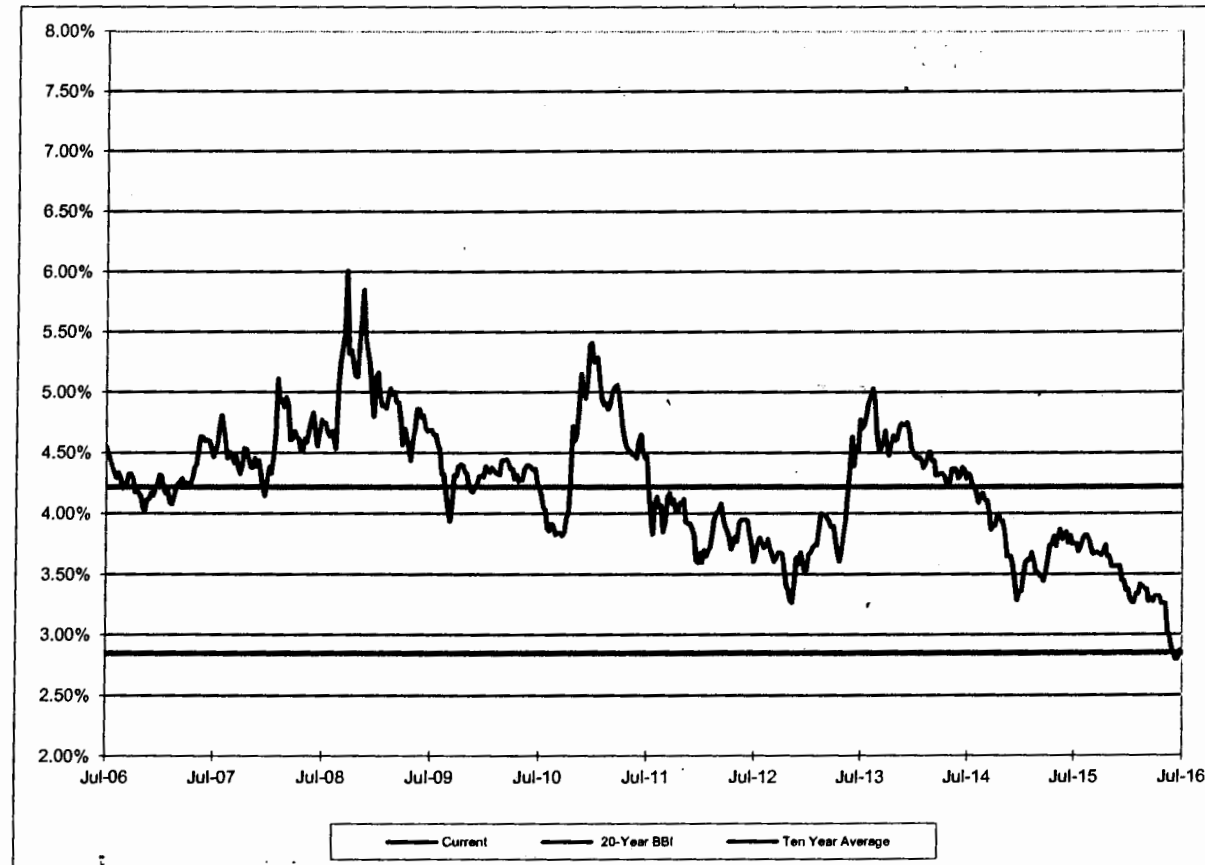
Municipal Market Update

Tab A



VAL VERDE COUNTY, TEXAS

Bond Buyer's Index of 20 Municipal Bonds



BBI Statistics

Current Value	2.85%
1 Year Average	3.42%
5 Year Average	3.89%
10 Year Average	4.22%

Maximum	6.01%
Minimum	2.80%

Over the past ten years, the
Index has been higher
99.5% of the time.

Capital Project Financing

Tab B



VOL. 47 PAGE 36

VAL VERDE COUNTY, TEXAS

Financing Options for Capital Projects

☐ General Obligation Bonds

- Payable from ad valorem taxes
- Requires a bond election
- May be amortized no more than 40 years

☐ Certificates of Obligation

- Payable from ad valorem taxes, revenues, or a combination of both
- Requires a notice of intent to be published
- Does not require a bond election, unless at least 5% of registered voters in the County submit a valid petition protesting the issuance of the certificates
- May be amortized no more than 40 years

☐ Tax Notes

- Payable from ad valorem taxes, revenues, or a combination of both
- Does not requires a notice of intent or bond election, but the County Auditor must recommend the issuance
- May be amortized no more than 7 years

Summary of Financing Options

- The table below describes four options for the County's financing of capital projects

	Term	Total Par Amount	Estimated Interest Rate	Estimated Average Annual D/S	Estimated I&S Tax Rate*
Option 1	10 Years	\$5,000,000	2.22%	\$562,574	\$0.02450
Option 2	12 Years	\$5,000,000	2.35%	\$482,519	\$0.02101
Option 3	15 Years	\$5,000,000	2.54%	\$404,592	\$0.01762
Option 4	20 Years	\$5,000,000	2.86%	\$331,341	\$0.01443

*Based on an estimated Taxable Assessed Valuation of \$2,367,817,299 for tax year 2016 at 97% collections.



Contacts

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Michelle Aragon

Vice President

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San Antonio, Texas 78216

Direct 210.308.2221

Fax 210.349.7585

Michelle.Aragon@HilltopSecurities.com



Discussion on Proposed Tax Notes, Series 2016

August 8, 2016

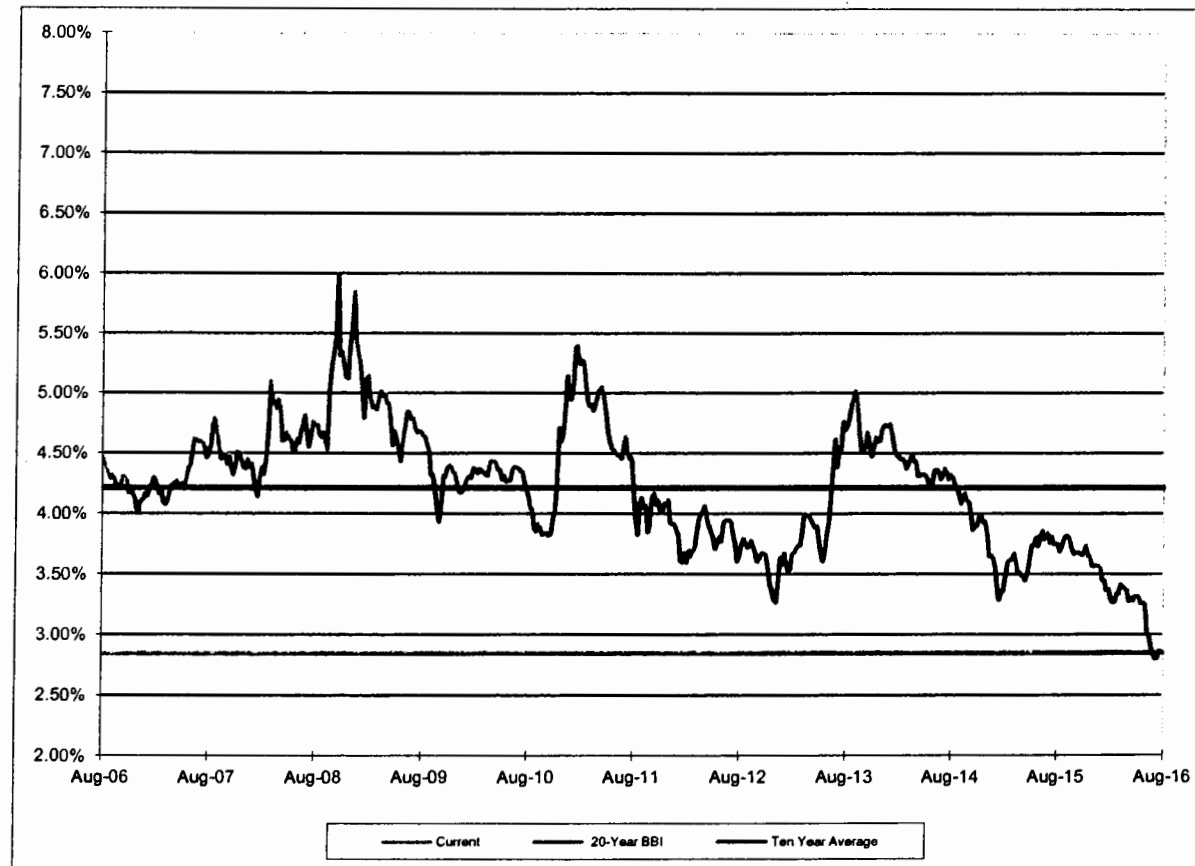
Val Verde County, Texas

Municipal Market Update



VAL VERDE COUNTY, TEXAS

Bond Buyer's Index of 20 Municipal Bonds



BBI Statistics

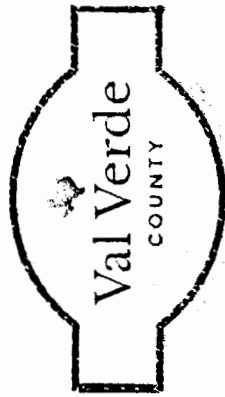
Current Value	2.85%
1 Year Average	3.40%
5 Year Average	3.88%
10 Year Average	4.22%

Maximum	6.01%
Minimum	2.80%

Over the past ten years, the
Index has been higher
99.3% of the time.

VAL VERDE COUNTY, TEXAS

Proposed Tax Notes, Series 2016



VAL VERDE COUNTY, TEXAS

Summary of Financing Options

- The County is contemplating the issuance of Tax Notes for the acquisition of materials, supplies, equipment and machinery
- The table below summarizes the details of the County's proposed Tax Notes:

Term	Total Par Amount	Total Deposit to Acquisition Fund	Estimated Interest Rate	Estimated Average Annual D/S	Estimated I&S Tax Rate*
7 Years	\$2,560,000	\$2,500,000	2.00%	\$394,740	\$0.01719

**Based on an estimated Taxable Assessed Valuation of \$2,367,817,299 for tax year 2016 at 97% collections.*

- The County could add an early call feature to the Tax Notes, that may add an additional cost to the interest rate, but would allow the County to pay-off the Tax Notes early without a pre-payment penalty

Investment Grade Rating



VAL VERDE COUNTY, TEXAS

Rating Agencies

- There are three primary rating agencies
 - Moody's Investor's Service
 - Standard & Poor's
 - Fitch Ratings
- Basically evaluate "Willingness" and "Ability" to pay
- Primary Categories of Evaluation
 - Governance/Management
 - Financial Position
 - Debt Position
 - Local Economy
 - Tax Base (Growth trend and support for additional debt)

Rating Categories

	Fitch	Moody's	Standard & Poor's
	Investors Service	Investors Service	Rating Service
Highest	AAA	Aaa	AAA
	AA+	Aa1	AA+
	AA	Aa2	AA
	AA-	Aa3	AA-
	A+	A1	A+
	A	A2	A
	A-	A3	A-
	BBB+	Baa1	BBB+
	BBB	Baa2	BBB
	BBB-	Baa3	BBB-
Lowest	NON-INVESTMENT GRADE		

Rating vs. Interest Rate For Inverse Correlation	
Rating Assigned	Interest Rate
The higher the rating the lower the interest rate and the cost of bond insurance.	
The opposite applies as well.	

VAL VERDE COUNTY, TEXAS

Madison Government Affairs Inc.

444 North Capitol Street, N.W., Suite 601

Washington DC 20001

Phone 202.347.1223

Fax 202.347.1225

Madison Government Affairs (MGA) will provide federal advocacy services, counsel, and make its best effort to assist Val Verde County, Texas and its community partners - the Del Rio Chamber of Commerce and City of Del Rio - in the development and implementation of strategies for the retention and enhancement of Laughlin AFB; represent the community before the Department of the Air Force and other federal departments and agencies; and further develop the rapport with the congressional delegation and their staff. MGA will work with the County, City, and local leaders on its 'civilian' programs such as homeland security, transportation, law enforcement, emergency management, and international trade.

The MGA Team that will support the community will include but not be limited to the following employees and associates:

- Mr. Paul J. Hirsch-President
- Mr. Jack M. Hession, Vice President
- Mr. Spencer L. Launer, Vice President
- Brig. General (ret) Dan R. Goodrich, Strategic Associate

The services referenced above will be performed by members of the MGA Team in close coordination with representatives of the County, the City, and the Chamber of Commerce.

The county and city recognize the previous successes in working with MGA, including but not limited to:

- Worked with the U.S. Air Force Air Education Training Command and the Congress to secure the drainage project into three separate MILCON projects providing a mechanism to ensure completion of the much needed project to restore proper drainage on the runway.
- Worked with the U.S. Air Force to provide an exemption to a moratorium on education leases to allow the community to move forward with the new Magnet School.
- Facilitated the county and city in applying and receiving two separate Texas Military Preparedness Commission grants to build a new defense control center and new sunshades at Laughlin Air Force Base.
- Assisted the reintroduction of commercial flights in and out of Del Rio International Airport.
- Assisted in the securing funding for a two-lane expansion on US 277 between Eagle Pass and Del Rio.
- Developed very strong relationships with the Offices of Congressman Will Hurd, Senator John Cornyn, and Senator Ted Cruz, working extremely closely with their

Madison Government Affairs Inc.

444 North Capitol Street, N.W., Suite 601

Washington DC 20001

Phone 202.347.1223

Fax 202.347.1225

military legislative assistants (MLAs) to help secure projects and initiatives benefitting Laughlin AFB.

- **Relative to Laughlin AFB and its Air Force mission MGA will take the following actions:**
 - Continue to serve in Washington DC as the “eyes and ears” of the community relative to Laughlin AFB and military issues while working closely with the County, City, and the Chamber of Commerce, the Congress, the Department of the Air Force, the Office of the Secretary of Defense, other appropriate federal departments and agencies, and the State of Texas.
 - Position Laughlin in a favorable light, actively work to retain existing mission(s), and look to accommodate new missions consistent with the changing world role of the United States military and national security needs. Even without a Base Realignment and Closure (BRAC) process, the Department of Defense can move missions in and out of their military bases.
 - Identify problems and deficiencies that can adversely impact the continued improvement of the military value and development of Laughlin and provide strategies to mitigate the identified areas.
 - Identify opportunities and develop strategies to improve the military value of Laughlin and its value to the Department of Defense through military construction, new missions including ISR, and improvement to existing facilities or processes.
 - Support the U.S. Air Force as they continue to consider and prioritize the next generation T-X trainer.
 - Retain and grow the rapport between Laughlin leadership and local/regional officials to ensure that the communities are meeting the needs of the Base and its personnel. Relationship building beneficial to Laughlin would include further developing the relationship between the Community and Air Education and Training Command, Air Force Secretariat (SAF/IE), and the Air Staff.
 - Brief elected leaders, senior staff, and community entities as required through emails, telephone communication, and during visits.
 - Assist in the planning and implementation of visits to meet, brief, and discuss important topics with members of Congress, the Department of Defense (mainly Air

Madison Government Affairs Inc.

444 North Capitol Street, N.W., Suite 601

Washington DC 20001

Phone 202.347.1223

Fax 202.347.1225

Force), and other executive branch department and agencies when community leaders visit Washington DC.

- Make regular visits and stay engaged with the appropriate congressional and executive branch offices.
- **Relative to the County and City's needs before the federal executive branch, the following areas have been identified as priorities and our Team is developing actions to be taken:**
 - First and foremost, MGA will serve in Washington DC as the "eyes and ears" of the community relative to areas such as homeland security, aviation and surface transportation, law enforcement, and emergency management, and international trade.
 - In support of Washington DC visits, MGA will secure the appropriate meetings relative to the subject of the visit. For upcoming DR to DC visits, MGA will identify and will work to secure meetings with departments and agencies listed below in addition to the requisite Air Force (Pentagon) and Congressional meetings:
 - Office of Border Patrol within Department of Homeland Security
 - Office of Field Operations, U.S. Customs & Border Protection, Department of Homeland Security
 - Homeland Security & Justice Team, U.S. Government Accountability Office (GAO)
 - Office of the Deputy Director for Operations, National Park Service
 - Office of the Assistant Secretary for Public Safety, Resources Protection and Emergency Services, Department of Interior
 - Office of the Administrator, Federal Aviation Administration, Department of Transportation
- MGA will work to support the identified Federal Agenda to include but not be limited to the following:
 - Maintain the boat slips in Marina currently under question by the National Park Service
 - Joint Law Enforcement Center
 - Use of communication resources to enhance border security
 - Improvements to toll & pedestrian access at the International Bridge

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- Border Crossing Card (BCC) also called a DSP-150
 - Expansion of Highways 90 and 277
 - Additional International Bridge
 - New Agenda items as situations dictate
 - Water and storm-water infrastructure
- MGA will monitor federal grant programs and forward to the County, the City, and the Chamber of Commerce 'potential' grants that we believe could be of interest. MGA will provide support and assistance in the grant process application as well as working with congressional offices to gain letters of support.
- MGA will be interacting with the offices of Congressman Hurd, Senator Cornyn, and Senator Cruz to gain assistance, collaboration, and guidance in support of the Val Verde & Del Rio federal (military and civilian) agenda. Additionally, MGA will reach out to a number of congressional committees to include Armed Services, Defense Appropriations, Military Construction Appropriations, Homeland Security (authorization & appropriations), Judiciary Subcommittee on Immigration, and the House Border Caucus.

Madison Government Affairs, INC.

444 North Capitol Street, N.W., Suite 601
Washington DC 20001
Phone 202.347.1223
Fax 202.347.1225

AGREEMENT

This document confirms the agreement between Val Verde County, a political subdivision of the State of Texas, located at 400 Pecan Street, 1st Floor, Del Rio, Texas 78840 and Madison Government Affairs, Inc. (MGA), 444 North Capitol Street, NW, Suite 601, Washington, D.C. 20001.

Madison Government Affairs will provide services, advice, counsel and make its best effort to assist Val Verde County and their government and community partners in the continued development and implementation of strategies for the retention and enhancement of Laughlin AFB; interface with and represent the community with the Department of the Air Force and other federal departments and agencies; continue and further develop the rapport with Congressional Members and staff; and assist the County and its partners in pursuit of identified goals relative to retention, enhancement, and the future of the military missions and national security missions/ projects. Madison Government Affairs will work with the County and local leaders on 'civilian' programs to include, but not limited to, homeland security, transportation, law enforcement, emergency management which will aid in the economic development of Val Verde County, Texas.

The MGA Team that will support the community will include but not be limited to the following employees and associates:

- Mr. Paul J. Hirsch-President
- Mr. Jack M. Hession, Vice President
- Mr. Spencer L. Launer, Vice President
- Brig. General (ret) Dan R. Goodrich, Strategic Associate

The general services referenced above will be performed in accordance with the attached Program of Work. The Program of Work is a working document and actions contained therein can be added to and adjusted as future situations present themselves

In consideration for these services, Val Verde County will pay \$42,000.00 to Madison Government Affairs Inc. (an annual retainer) upon execution of this agreement. Madison Government Affairs will provide continual feedback, report on its efforts, and will maintain records of all expenses incurred in performing its services. These expenses will include local and out-of-town travel, bulk copying, information services and other related expenses. A representative (to be determined) of Val Verde County must approve all expenses in excess of \$100.00 in advance.

This agreement will commence on or about October 1, 2016 and will continue for the period of 12 (twelve) months terminating on September 30, 2017. This agreement may be extended on a monthly basis beyond that date subject to the written concurrence of both parties but in no event shall exceed 36 (thirty-six) months without a renewal of the agreement.

MGA acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its

Madison Government Affairs, INC.

444 North Capitol Street, N.W., Suite 601

Washington DC 20001

Phone 202.347.1223

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statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this contract, then this contract shall automatically expire without penalty to the County thirty (30) days after written notice to MGA of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the County upon written notice to MGA of such limitation or change in the County's legal authority.

Suspension of Agreement: This Agreement may be suspended immediately by the County upon determination of gross negligence, malfeasance or misfeasance on the part of MGA or notice of a pending criminal or administrative investigation against said provider and the suspension shall remain in effect indefinitely. Said suspension shall be without compensation to the provider for services not rendered, unless otherwise agreed to by the parties in writing.

Termination of Agreement: This Agreement may be terminated by either party provided as follows:

- (a) The provider may terminate this Agreement by providing thirty (30) days minimum notice of such intent, in writing, to the County; or
- (b) The County may terminate this Agreement by providing thirty (30) days minimum notice of such intent, in writing, to MGA.
- (c) If provider violates any of the terms of this Agreement, the County shall give written notice of the violation and the Agreement shall become immediately void. Said termination shall be without compensation to the provider for services not rendered, unless otherwise agreed to by the parties in writing.

The following terms and conditions shall apply to this Agreement.

- (a) **Parties Bound:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- (b) **Applicable Law:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas. Any lawsuit arising out of the enforcement of this Agreement shall be filed in Val Verde County, Texas.
- (c) **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such

Madison Government Affairs, INC.

444 North Capitol Street, N.W., Suite 601
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Phone 202.347.1223
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invalid, illegal or unenforceable provision had never been contained herein.

- (d) Prior Agreements Superseded: This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral Agreements between the parties.
- (e) Amendment: No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the parties.
- (f) Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or Otherwise.
- (g) Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Agreement.
- (h) Notice shall be deemed sufficient if mailed by certified mail as follows:

To: Val Verde County:
Val Verde County Judge
Val Verde County Courthouse
400 Pecan Street
Del Rio, TX 78840

To: Madison Government Affairs, Inc.:
Paul J. Hirsch, President
444 North Capitol Street, N.W., Suite 601
Washington DC 20001

Date: 8/9/16

By: Efrain Valdez

Honorable Judge Efrain V. Valdez
Val Verde County, Texas

Date: 8-15-16

By: Paul J. Hirsch

Paul J. Hirsch, President
Madison Government Affairs

#17

Madison Government Affairs Inc.

444 North Capitol Street, N.W., Suite 601

Washington DC 20001

Phone 202.347.1223

Fax 202.347.1225

COPY

AGREEMENT

This document confirms the agreement between Val Verde County, a political subdivision of the State of Texas, located at 400 Pecan Street, 1st Floor, Del Rio, Texas 78840 and Madison Government Affairs, Inc. (MGA), 444 North Capitol Street; NW, Suite 601, Washington, D.C. 20001.

Madison Government Affairs will provide services, advice, counsel and make its best effort to assist Val Verde County and their government and community partners in the continued development and implementation of strategies for the retention and enhancement of Laughlin AFB; interface with and represent the community with the Department of the Air Force and other federal departments and agencies; continue and further develop the rapport with Congressional Members and staff; and assist the County and its partners in pursuit of identified goals relative to retention, enhancement, and the future of the military missions and national security missions / projects. Madison Government Affairs will work with the County and local leaders on 'civilian' programs to include, but not limited to, homeland security, transportation, law enforcement, emergency management which will aid in the economic development of Val Verde County, Texas.

The MGA Team that will support the community will include but not be limited to the following employees and associates:

- Mr. Paul J. Hirsch-President
- Brig. General (ret) Dan R. Goodrich, Strategic Associate
- Mr. Jack M. Hession, Vice President
- Mr. Jordan M. Blain, Senior Associate (MGA)

The general services referenced above will be performed in two phases:

- Phase I will include a MGA Team visit to Val Verde County, Del Rio, and Laughlin AFB for education and familiarization purposes and to gain a full understanding of the military mission and installation issues; to review and understand the 'civilian' project and program requirements; and to identify and develop strategies and recommendations that address the needs of the community relevant to Laughlin AFB and civilian department and agency programs. Phase 1 will also include the MGA Team support and counsel relative to the *Del Rio to Washington DC Trip* scheduled for late 2013. MGA will assist in the development and securing of meetings with Air Force officials, congressional members and staff, and other federal agencies and departments. Phase I will commence immediately upon execution of this agreement but no later than September 1, 2013 and continue through November 30, 2013.

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- Phase II entails the execution of the strategies and continued support by MGA for the agreed upon initiatives relative to Laughlin AFB and 'civilian' program areas. Phase II will also include the development and refinement of strategies to support Laughlin AFB and other 'civilian' programs that need to be pursued. Requirements as well as goals will change over time and those initiatives will be addressed as part of MGA's on-going support to the Val Verde County and its partners. Phase II begins on December 1, 2013 and will continue through August 31, 2014.

In consideration for these services, Val Verde County will pay an amount not to exceed \$40,000.00 to Madison Government Affairs Inc. (an annual retainer) upon execution of this agreement. Madison Government Affairs will provide continual feedback, report on its efforts, and will maintain records of all expenses incurred in performing its services. These expenses will include local and out-of-town travel, bulk copying, information services and other related expenses. Frank L. Lowe, Val Verde County Auditor, must approve all expenses in excess of \$100.00 in advance.

This agreement will commence on or about October 1, 2013 and will continue for the period of 12 (twelve) months terminating on September 30, 2014. This agreement may be extended on a monthly basis beyond that date subject to the written concurrence of both parties but in no event shall exceed 36 (thirty-six) months without a renewal of the agreement.

MGA acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this contract, then this contract shall automatically expire without penalty to the County thirty (30) days after written notice to MGA of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the County upon written notice to MGA of such limitation or change in the County's legal authority.

Suspension of Agreement: This Agreement may be suspended immediately by the County upon determination of gross negligence, malfeasance or misfeasance on the part of MGA or notice of a pending criminal or administrative investigation against said provider and the suspension shall remain in effect indefinitely. Said suspension shall be without compensation to the provider for services not rendered, unless otherwise agreed to by the parties in writing.

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Washington DC 20001

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Termination of Agreement. This Agreement may be terminated by either party provided as follows:

(a) The provider may terminate this Agreement by providing thirty (30) days minimum notice of such intent, in writing, to the County; or

(b) The County may terminate this Agreement by providing thirty (30) days minimum notice of such intent, in writing, to MGA.

(c) If provider violates any of the terms of this Agreement, the County shall give written notice of the violation and the Agreement shall become immediately void. Said termination shall be without compensation to the provider for services not rendered, unless otherwise agreed to by the parties in writing.

The following terms and conditions shall apply to this Agreement.

(a) **Parties Bound:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

(b) **Applicable Law:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas. Any lawsuit arising out of the enforcement of this Agreement shall be filed in Val Verde County, Texas.

(c) **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(d) **Prior Agreements Superseded:** This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral Agreements between the parties.

(e) **Amendment:** No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the parties.

(f) **Rights and Remedies Cumulative:** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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Madison Government Affairs Inc.

444 North Capitol Street, N.W., Suite 601

Washington DC 20001

Phone 202.347.1223

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COPY

(g) Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Agreement.

(h) Notice shall be deemed sufficient if mailed by certified mail as follows:

To Val Verde County:
Val Verde County Judge
Val Verde County Courthouse
400 Pecan Street
Del Rio, TX 78840

To Madison Government Affairs, Inc.:
Paul J. Hirsch, President
444 North Capitol Street, N.W., Suite 601
Washington DC 20001

Date: 12-24-13

APPROVED BY:

By: Laura Allen

Honorable Judge Laura Allen
Val Verde County, Texas

Date: 12-24-13

By: Paul J. Hirsch

Paul J. Hirsch, President
Madison Government Affairs, Inc.

COPY

#9

MIDDLE RIO GRANDE DEVELOPMENT COUNCIL

P.O. Box 1199
Carrizo Springs, Texas 78834
(830) 876-3533

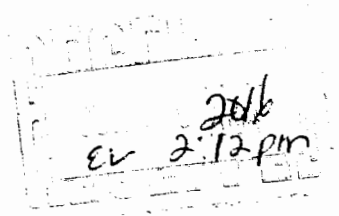
Invoice #: 1607

*OK
W. Valdez*

To: County of Val Verde
Attn: Hon. Efrain Valdez, Val Verde County Judge
Address: P.O. Box 4250
City: Del Rio, TX 78841
Date: July 27, 2016

Middle Rio Grande Development Council's **MEMBERSHIP DUES** for the Council fiscal year 2016 .

Amount Due: \$ 4888.00
Terms: Upon receipt



INVOICE

#12

CEA MEMBERSHIP FY: 2017

County/State: Val Verde/Texas

County Official: County Judge Efrain Valdez

Amount Due: \$488.79

Due Date: UPON RECEIPT

6/16
EJV



**2017
Membership
Dues**

Please make any necessary changes below.

Name of Applying County Official: _____
Title: _____ County Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____
Assistant or CEA Liaison: _____

Please disregard if dues have already been submitted.

Checks may be made payable to
"County Executives of America"
and mailed to:

County Executives of America
1100 H Street NW, Suite 920
Washington, DC 20005
info@countyexecutives.org
www.countyexecutives.org
Federal Tax ID# 52-1943986

(National Council of Elected County Executives D.B.A. County Executives of America)
Inquiries: call (202) 628-3585.

Thank you for staying with CEA! The only non-partisan association dedicated specifically to chief elected county officials. Dues are calculated using a formula of 1 cent per county resident.

.....

Office use only

DATE RECEIVED:

CHECK #.....

13

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
TEL: (512) 463-2688 - FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us
www.tfc.state.tx.us/fsp

APPLICATION FOR ELIGIBILITY

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 101-44.207)

See pages 7-11 for list of required supporting documentation that must be submitted with application.

All donees* must reapply every three (3) years. To reapply, a donee must submit a completed Application for Eligibility along with all required supporting documentation. (*donee = the applicant organization)

Instructions for completing page 2:

SECTION I: Provide the full legal name of your organization and Federal Employer ID#. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service, including the nine-digit Zip Code. If the street address is different from the mailing address, provide that address or directions if located on a rural or remote area. Provide a phone number, fax number (if available) and an email address (required). **E-mail addresses provided will receive notices about account status and available property.**

SECTION II: Check the appropriate box that describes your organization. Organizations that do not fall under at least one of these categories are not eligible for the Federal Surplus program.

SECTION III: Check the appropriate box or boxes (check as many as apply) that indicate the type or purpose of your organization. If you are unable to determine which box to check, please contact this office for assistance. Please see pages 7-11 for an explanation of the eligibility requirements for each type of organization.

SECTION IV: Indicate source(s) of funding for your organization. Depending on your organization type, you may need to include a comprehensive description of all programs or services, a description of the operational facilities and/or supporting documentation regarding funding source(s). Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) are not required to submit additional documentation for this section.

SECTION V: Nonprofit organizations must provide a current, valid IRS Tax Exemption Letter indicating your organization is exempt under Section 501(C) of Internal Revenue Code. The name of the organization on the IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence, such as amendments to Articles of Incorporation or Assumed Name filing certificates, to establish the connection. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) and VFDs are not required to submit documentation for this section.

SECTION VI: Most nonprofit organizations are required to submit evidence of current approval, accreditation or license from a nationally recognized accrediting or licensing organization. Recreational, social service, referral only, religious and counseling service programs are not eligible to participate in the program. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, and public schools) and VFDs are not required to submit additional documentation for this section.

SECTION VII: Provide an original, dated signature of applicant's Authorizing Official (i.e. County Judge, Mayor, City Manager, Superintendent, Fire Chief, Executive Director, CEO/President, Board Chairman, or other person with executive authority to execute legal documents for the applicant). Applications submitted by counties must be signed by the County Judge. Type or print the name and title of authorizing official on the lines provided.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CALL (512) 463-2688.

SUBMIT APPLICATION TO:
Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047, AUSTIN, TX 78711-3047
TEL: 512-463-2688 FAX: 512-236-6173
EMAIL: federal.surplus@tfc.state.tx.us

SIGNATURE FROM AUTHORIZING OFFICIAL IS REQUIRED ON PAGES 2 - 6

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
TEL: (512) 463-2688 - FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us
www.tfc.state.tx.us/fsp

APPLICATION FOR ELIGIBILITY

PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK WHERE APPROPRIATE

I. ORGANIZATION NAME & INFORMATION: *Payments must be in the name of donee or parent company.*

Val Verde County 746000673
LEGAL NAME OF ORGANIZATION FEDERAL EMPLOYER ID
400 Pecan Street Del Rio TX 78840
STREET ADDRESS (no P.O. Boxes) CITY STATE ZIP CODE
P.O. Box 4250 Del Rio TX 78841
MAILING ADDRESS (if different from above) CITY STATE ZIP CODE
Val Verde 830-774-7501 830-775-9406
COUNTY TELEPHONE # FAX #

FISCAL YEAR END DATE: September 2017 EMAIL: evaldez@valverdcounty.org

II. APPLICANT STATUS: *(check only one)*

- ☒ Public or Government agency (tax-supported, includes public schools) ☐ SBA 8(a) Business
☐ Nonprofit organization

III. TYPE OR PURPOSE OF ORGANIZATION: *(see pages 7-11 for requirements for specific types of organizations)*

- | | | |
|-------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> City | <input type="checkbox"/> School District | <input type="checkbox"/> Volunteer Fire Dept., EMS or Rescue Squad |
| <input checked="" type="checkbox"/> County | <input type="checkbox"/> Elementary, Middle, or High School | <input type="checkbox"/> Emergency Services District |
| <input type="checkbox"/> State Agency | <input type="checkbox"/> College or University | <input type="checkbox"/> Provider of Assistance to the Impoverished |
| <input type="checkbox"/> Conservation (i.e. soil, water, or utility district) | <input type="checkbox"/> Child Care Center or Preschool | <input type="checkbox"/> Provider of Assistance to the Homeless |
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Foster Care or Adoption Services | <input type="checkbox"/> Program Funded for Older Americans |
| <input type="checkbox"/> Radio or TV Station | <input type="checkbox"/> Residential Treatment Center | <input type="checkbox"/> SBA 8(a) Business |
| <input type="checkbox"/> Library | <input type="checkbox"/> Clinic or Hospital | <input type="checkbox"/> Veterans' Service Organization |
| <input type="checkbox"/> Museum | <input type="checkbox"/> Other health center _____ | <input type="checkbox"/> Service Educational Activity (as defined by DOD) |
| <input type="checkbox"/> Zoo or Aquarium | | <input type="checkbox"/> Other _____ |

IV. SOURCE(S) OF FUNDING: ☒ Tax-supported ☐ Grants ☐ Contributions ☐ Other _____

V. (For non-profit organizations only) HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986? ☐ Yes ☒ No

VI. IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED? ☐ Yes ☒ No
IF YES, BY WHAT AUTHORITY? _____

VII. SIGNATURE & TITLE OF AUTHORIZING OFFICIAL FOR ORGANIZATION (ex. Mayor, County Judge, Superintendent, President, CEO, Fire Chief)

Efrain V. Valdez County Judge
PRINTED NAME OF AUTHORIZING OFFICIAL TITLE
X Efrain Valdez 8/4/16
SIGNATURE OF AUTHORIZING OFFICIAL DATE

AUTHORIZED REPRESENTATIVES

- I. An "Authorized Representative" is a person authorized to sign for the release of property on your organization's behalf.
- II. All representatives listed in any prior applications or account updates will be deleted from the account.
- III. An authorized representative must sign in the "Signature" provided space below in order to sign for the release of property. Only representatives with a valid signature will be allowed to acquire property. All others listed below may visit our warehouse locations and will be included in email broadcasts from our office, but will not be able to sign for the release of property. E-mail addresses provided will receive notices about available property.
- IV. Valid driver's license or state issued photo identification required prior to entering state or federal facilities.
- V. If you wish to have the Authorizing Official included as an Authorized Representative on your account, please be sure to include him/her in the list below.

NAME	TITLE	TELEPHONE and EMAIL ADDRESS	SIGNATURE
(example) John Doe	County Judge	(512) 123-4567 John.doe@gmail.com	John Doe
Efrain V. Valdez	County Judge	830-774-7501 400 Pecan St Del Rio TX 78840	Efrain Valdez
Lewis G. Owens	Commissioner Pct. 2	830-774-7656 400 Pecan St. Del Rio TX 78840	Lewis Owens
Ramiro Ramon	Commissioner Pct. 1	830-774-7656 400 Pecan St Del Rio TX 78840	Ramiro Ramon
Robert Beau Nettleton	Commissioner Pct. 3	830-774-7656 400 Pecan St. Del Rio TX 78840	Robert Beau Nettleton
Gustavo Flores	Commissioner Pct. 4	830-774-7656 400 Pecan St. Del Rio TX 78840	Gustavo Flores
Joe Frank Martinez	County Sheriff	830-774-7513 P.O. Box 1201 Del Rio TX 78840	Joe Frank Martinez
Jerry Rust	County Fire Chief	830-774-7640 101 Cienegas Rd. Del Rio TX 78840	Jerry Rust

The applicant hereby certifies the information provided is correct and complete and he/she understands and agrees to all terms and conditions.

Val Verde County
NAME OF APPLICANT ORGANIZATION

Efrain V. Valdez
PRINTED NAME OF AUTHORIZING OFFICIAL

X Efrain Valdez Val Verde County Judge
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

8/9/14
DATE

SUBMIT APPLICATION TO:
Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-2688 FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us

NONDISCRIMINATION ASSURANCE

Val Verde County
(Legal Name of Applicant Organization)

the donee, agrees that the program for or in connection with

which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R., 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION: Val Verde County

X Efrain Valdez Val Verde County Judge 8/9/16
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent) DATE

SUBMIT APPLICATION TO:
Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-2688 FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us

DONEE CERTIFICATIONS & AGREEMENTS

NOTE: "State agency" = Texas Facilities Commission; "Donee" = your organization

(a) THE DONEE CERTIFIES THAT:

- (1) It is a public agency, a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue code of 1954, or an SBA 8(a) business; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SBA or SEA organizations, or assistance to homeless/impoverished, or assistance to Veterans. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.
- (5) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donees race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.
- (4) If property is donated to a SBA 8(a) business, the terms identified in (b), (c), and (d) may not apply. SBA 8(a) businesses must follow SBA guidelines.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt. For property with a unit original acquisition cost less than \$5,000, the property shall be continued in use for such purposes for at least one year from the date the property was placed in use. Some property must be used longer than one year (see Section (c)). In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.
- (3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS, APPLICABLE TO ITEMS WITH A UNIT ORIGINAL ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST. THE FOLLOWING CONDITIONS DO NOT APPLY TO VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

- (1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.
- (3) In the event the property is not used or handled as required by (b)(1) and (2) and (c)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

- (1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
- (2) In the event any of the property is sold, traded leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency, shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
- (4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.
- (5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

- (1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) THE DONEE CERTIFIES by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR 105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(h) THE DONEE UNDERSTANDS that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

X Eduardo Valverde Val Verde County Judge
SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

8/9/14
DATE

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as "donees" by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold, transferred or otherwise disposed of. The compliance period is often determined by the "original acquisition cost" of the item. The "original acquisition cost" is defined as the amount the federal government paid when it was initially purchased.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- All property must be placed into use within the first year of possession.
- Property is considered "in use" as soon as it is ready and able to serve its intended purpose.
- For property valued at less than \$5,000 in original acquisition cost, the compliance period is 12 months from the date put into use.
- For property valued at \$5,000 or more in original acquisition cost and all passenger motor vehicles, the compliance period is 18 months from the date put into use.
- For non-combat aircraft and vessels longer than 50 feet, the compliance period is 60 months (5 years) from the date put into use.
- Some items, such as combat aircraft and firearms, are considered "perpetual use." Donee organizations do not obtain title or ownership to property designated "perpetual use" by the federal government. The compliance period is considered to be "perpetual" or ongoing on these items. If a donee has a perpetual use item that is no longer needed or used, then the donee must contact TFC for return instructions. The donee may not dispose of a perpetual use item without prior, written approval from TFC.
- TFC staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented. The donee agrees to make the property available for visual inspection by TFC staff in a timely manner.
- If the property is not paid for in full or is not being used or handled as required, the donee will be required, at its expense, to return the property to TFC or offer for transfer to another donee, as instructed by TFC.
- Property must be used and stored at the street address listed on page 2 of this Application, or at other appropriate donee-managed satellite locations (for example, county precinct barns, district fire stations, school campuses, maintenance/transportation warehouse). Property may not be removed indefinitely from an approved location without prior, written approval from TFC.
- Property may not be stored at a personal residence, unrelated business or storage facility, or any other location that is not managed by the donee organization. Property is not intended for personal use; it must be readily accessible to all donee staff.
- During the compliance period, the donee may not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA.
- If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.
- Donees are required to complete reports regarding property use as a condition of participating in the program.

I understand and agree to the above terms and conditions regarding property compliance and reporting and the Certifications & Agreements on page 5.

IMPORTANT NOTE FOR SBA 8(a) APPLICANTS: If applying as an SBA 8(a) business, I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines.

X

E. Hae Valdez Val Verde County Judge

8/8/12

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent) DATE

SEND APPLICATIONS TO:
Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-2688 FAX: (512) 236-6173
EMAIL: Federal.surplus@tfc.state.tx.us

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

Government or Public Agency

1. Public agency includes (a) State or department, agency, or instrumentality thereof; (b) Political subdivision of the state, including any unit of local government or economic development district or any department, agency or instrumentality thereof; or (c) Instrumentality created by contract or other agreement between states or political subdivisions. Public agency purposes include, but are not limited to, programs such as conservation, economic development, education, parks and recreation, public health and public safety, and to provide services to homeless or impoverished persons.
2. Cities, counties, state agencies and public schools are **NOT** required to submit any additional documentation.
3. Other types of public agencies must submit proof of public agency status (i.e. charter or statute creating the agency or evidence of tax-supported status) and/or a narrative describing the services provided by the agency. See the other categories listed below for more details.

Emergency Services District

1. Must receive dedicated tax funds in order to be eligible.
2. Required additional documentation that must be submitted with application:
 - a. Letter from the chief or president that contains information on the department, including:
 - i. number of firefighters and/or emergency services personnel;
 - ii. training schedule; and
 - iii. area(s) covered.
 - b. Proof of Public Agency Status – i.e. Election Results, Charter, Organizing Document, or Other Evidence of Approval by Proper Government Authority (i.e. Commissioners Court/City Council Meeting Minutes)

Volunteer Fire Department, Search & Rescue, or Emergency Medical Services

1. In order to be eligible under this category, must be funded annually in whole or part by state, county, city or emergency services district. Approved organizations in this category must submit funding information annually.
2. Required additional documentation that must be submitted with application:
 - a. Letter from the chief or president that contains information on the department, including:
 - i. number of firefighters and/or emergency services personnel;
 - ii. training schedule; and
 - iii. area(s) covered.
 - b. Evidence that department is endorsed by AND receives funding from a government entity, such as the state, county, city or emergency services district. Examples: letter of endorsement from the head of the government entity (i.e. county judge, city mayor/administrator, or ESD president) or a copy of a current, signed contract.
 - c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - d. Articles of incorporations, bylaws, charter or other organizing document (*optional*)

Conservation (includes both public agencies and non-profits)

1. Includes soil, water, irrigation, and utility districts, and non-profit water supply corporations. Must be a public agency (i.e. city-owned) or nonprofit organization. For-profit organizations do not qualify under this category.
2. Required additional documentation that must be submitted with application:
 - a. Certificate of approval or charter from proper authority demonstrating services are provided to the public (i.e. Certificate of Convenience and Necessity from Texas Commission on Environmental Quality or Public Utility Commission, or charter/enabling legislation)
 - b. (non-profits only) Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. (non-profits only) IRS letter certifying tax-exempt status. Articles of incorporations, bylaws, or other organizing document. (*Optional*)

Health Organization (Public Agency)

1. Required additional documentation that must be submitted with application:
 - a. Proof of public agency status (i.e. charter or statute creating the agency or evidence of tax-supported status).
 - b. Complete narrative about your agency, including:
 - i. Description of services provided;
 - ii. Number and type of patients served;
 - iii. Description of facilities, including number of beds; and
 - iv. Overview of key staff and their qualifications.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal_surplus@tfc.state.tx.us.

Health Organization (Non-Profit)

1. Includes, but not limited to, hospital, clinics, residential treatment centers, rehabilitation facilities, child care centers, and foster care and adoption agencies. In order to be eligible under this category, must be licensed, accredited or approved by nationally recognized accrediting or licensing agency (Ex. Dept. of State Health Services) or the current recipient of research grants by a recognized authority such as the National Institutes of Health, or by similar national advisory council or organization.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Complete narrative about your organization, including:
 - i. Description of services provided;
 - ii. Number and type of patients served;
 - iii. Description of facilities, including number of beds; and
 - iv. Overview of key staff and their qualifications.
 - d. Certificate of accreditation, license, or letter of approval from a nationally recognized accrediting or licensing agency OR research grant from National Institutes of Health or similar national advisory organization.
 - e. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
 - f. List of additional research grants awarded (*optional*)

Provider of Assistance to Impoverished (Non-Profit)

1. In order to be eligible under this category, services to impoverished persons (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902) must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the impoverished is peripheral and incidental, the entity would not be eligible.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Latest Annual Financial Statement
 - d. Public Recognition as an Impoverished Assistance Provider. Provide letter of endorsement from an official (i.e. Mayor, Head of Welfare Dept., Social Services Director, county supervisor, head of agency that oversees program, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include documented receipt of Federal/State Block Grant Funds for poverty programs, or proof of membership or affiliation with national organization that provides support for impoverished (i.e. Second Harvest National Food Bank Network, Habitat for Humanity, Salvation Army).
 - e. Complete narrative about your organization, including:
 - i. Comprehensive description of services (assistance to impoverished must be primary mission);
 - ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
 - iii. Requirements for clients to be eligible to receive services, including any required fees;
 - iv. Description of facilities;
 - v. Hours/days of operation;
 - vi. Description of funding source(s) with supporting documentation; and
 - vii. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications.
 - f. Description of how your organization determines if a person is eligible to receive assistance, and how your organization determines if that person is impoverished. Your organization's primary function must to provide money, goods, or services to families or individuals whose annual incomes are below the poverty line (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902). If recipients are required to complete an application before receiving services, please attach a sample application.
 - g. Proof of current accreditation, approval or licensing if appropriate (i.e. child care or medical/health center).
 - h. Signed Articles of Incorporation, Bylaws, Charter or other organizing document
 - i. Brochures (or other printed materials) or link to website (*Optional*)

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

Provider of Assistance to Homeless Persons (Non-Profit)

1. In order to be eligible under this category, services to the homeless must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the homeless is peripheral and incidental, the entity would not be eligible. Property donated must be used in a program primarily for homeless persons. Examples of eligible programs include:
 - a. Overnight, daytime and around-the-clock shelters.
 - b. Shelters for battered spouses, abused children, and orphans.
 - c. Halfway houses or transitional housing for temporary residence of homeless parolees, mental patients, and/or substance abusers.
 - d. Food banks that provide food directly to facilities where homeless people are fed may be eligible.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Public Recognition as a Homeless Assistance Provider. Please provide a letter from a local city official (i.e. Mayor, Head of Welfare Dept., Social Services Director, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include:
 - i. Occupancy permit or fire and safety inspection certificate.
 - ii. Documented receipt of FEMA funds for Federal/State Block Grant Funds for homeless programs
 - d. Complete narrative about your organization, including:
 - i. Comprehensive description of services provided (assistance to homeless must be primary mission);
 - ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
 - iii. Requirements for clients to be eligible to receive services, including any required fees;
 - iv. Description of facilities, including hours/days of operation;
 - v. Description of funding source(s) with supporting documentation; and
 - vi. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications.
 - e. Proof of current accreditation, approval or licensing if appropriate (i.e. child care or medical/health center).
 - f. Signed Articles of Incorporation, Bylaws, Charter or other organizing document (*Optional*)
 - g. Brochures (or other printed materials) or link to website (*Optional*)

Provider of Assistance to Older Americans (Non-Profit)

1. In order to be eligible under this category, an organization must receive state, federal or local government appropriate funds for operation of an older individual program under the Older American Act.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Certification establishing that applicant is receiving state, federal or local government-appropriated funds for operation of older individual program under the Older American Act.
 - d. Complete narrative about your organization, including:
 - i. Description of services provided;
 - ii. Description of facilities;
 - iii. Overview of key staff and their qualifications; and
 - iv. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly).
 - e. Proof of current accreditation, approval or licensing if appropriate (i.e. medical center)
 - f. Articles of incorporations, bylaws, charter or other organizing document (*optional*)

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal_surplus@tfc.state.tx.us.

Education Organization (Non-Profit) *Public schools & colleges should see the Government or Public Agency category on page 7.

1. In order to be eligible under this category, must be accredited or approved by nationally recognized accrediting agency (ex. Texas Education Agency, Southern Association of Colleges & Schools' Commission on Colleges) or the current recipient of research grants by a recognized authority such as the National Institute of Education, or by similar national advisory organization.
2. Includes charter schools, private schools (K-12), private colleges or universities, and research organizations.
3. Required additional documentation that must be submitted with application:
 - a. Certificate of accreditation or letter of approval from a nationally recognized accrediting agency OR research grant from National Institute of Education or similar national advisory organization.
 - b. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - d. Complete narrative about your organization, including:
 - i. course levels;
 - ii. enrollment;
 - iii. facilities; and
 - iv. staff information,
 - e. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
 - f. List of additional research grants awarded (*optional*)

Museums, Libraries & Zoos

1. In order to be eligible under this category, a museum must be open to the public a minimum of 1,000 hours per year (1,000 hours cannot be by appointment). Also, must have a minimum of one fulltime staff member or the equivalent (for example, one staff member who works 40 hours per week or two staff members who work 20 hours each per week).
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Complete narrative about your organization, including
 - i. description of type(s) of exhibits;
 - ii. brochures, pamphlets or website;
 - iii. days and hours open to the public; and
 - iv. location(s).
 - d. Staff roster, including average number of hours each staff member works per week (may be volunteer or paid).
 - e. Pictures of exhibits, signage, facilities, and posted hours of operation.
 - f. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
 - g. Organizational Memberships (*optional*)

Service Educational Activities

1. The following Service Educational Activities (SEA) are eligible: American National Red Cross, Armed Services, YMCA of the USA, Big Brothers/Big Sisters of America, Boys and Girls Clubs of America, Boy Scouts of America, Camp Fire, Inc., Center for Excellence in Education, Girl Scouts of the USA, Little League Baseball, Inc., Marine Cadets of America, National Association for Equal Opportunity in Higher Education, National Civilian Community Corps, National Ski Patrol System, Inc., Naval Sea Cadet Corps, Operation Raleigh, United Service Organizations, Inc., U.S. Olympic Committee, Young Marines of the Marine Corps, League/Marine Corps League.
2. Required additional documentation that must be submitted with application
 - a. Proof of association with the national organization (ex. Boy Scouts of America charter).
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

SBA 8(a) Business

1. Businesses that are currently part of the U.S. Small Business Administration's 8(a) Business Development Program may participate in the FSP program. Businesses are only eligible to receive property during their nine (9) year membership in the 8(a) program.
2. Required additional documentation that must be submitted with application: Letter from the U.S. Small Business Administration certifying your company as a member of the 8(a) Business Development Program.
3. **IMPORTANT NOTE:** Some of the terms and conditions on pages 5-6 do not apply to SBA 8(a) businesses. As an SBA 8(a) business, you must follow SBA property compliance guidelines. Please contact your SBA District Office for their complete terms and conditions.

Veterans' Organizations

1. Select veterans' service organizations are eligible for FSP following the passage of the FOR VETS Act of 2013.
2. For eligibility purposes, "Veterans Organizations" means organizations eligible to receive Federal surplus property for purposes of providing services to veterans under 40 U.S.C. 549(c)(3)(C). Eligible veterans organizations are those whose (1) membership comprises substantially veterans (at least 33%); and (2) representatives are recognized by the Secretary of Veterans Affairs under 38 U.S.C. 5902. The Department of Veterans Affairs maintains a searchable Web site of recognized organizations. The address is <http://www.va.gov/ogc/apps/accreditation/index.asp>.
3. Examples of organizations and its local chapters/districts that may be eligible: African American PTSD Association, American Ex-Prisoners of War, Inc., American GI Forum National Veterans Outreach Program, American Legion, AMVETS, Armed Forces Services Corporation, Army and Navy Union, U.S.A., Inc., Associates of Vietnam Veterans of America, Blinded Veterans Association, Catholic War Veterans of the U.S.A., Inc., Disabled American Veterans, Fleet Reserve Association, Gold Star Wives of America, Inc., Italian American War Veterans of the United States, Inc., Jewish War Veterans of the U.S.A., Legion of Valor of the United States of America, Inc., Marine Corps League, Military Order of the Purple Heart, National Amputation Foundation, Inc., National Association for Black Veterans, Inc., National Association of County Veterans Service Officers, Navy Mutual Aid Association, Non Commissioned Officers Association of the U.S.A., Paralyzed Veterans of America, Polish Legion of American Veterans, U.S.A., The Retired Enlisted Association, United Spanish War Veterans, United Spinal Association, Inc., Veterans of Foreign Wars of the United States, Veterans of the Vietnam War, Inc. & the Veterans Coalition, Vietnam Era Veterans Association, and Vietnam Veterans of America.
4. Required additional documentation that must be submitted with application:
 - a. Complete narrative about your organization, including:
 - i. Description of services provided ;
 - ii. Percentage of membership comprised of veterans; and
 - iii. Facility information & location.
 - b. Proof of affiliation with an eligible veterans organization recognized by the Secretary of Veterans Affairs under section 5902 of title 38 of the FORVETS Act of 2013 (see Dept. of Veterans website: <http://www.va.gov/ogc/apps/accreditation/index.asp>.)
 - c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

SEND APPLICATIONS TO:

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-2688 FAX: (512) 236-6173
EMAIL: Federal.surplus@tfc.state.tx.us

#14

**Memorandum of Understanding between
Texas A&M AgriLife Extension Service and Val Verde County
Pertaining to Information Technology Services**

This MOU is between Texas A&M AgriLife Extension Service ("Extension") and Val Verde County ("County") and is intended to clarify the parties' responsibilities for information technology service and support (collectively "IT Services") at the Val Verde County AgriLife Extension Office ("County Extension Office").

Extension provides quality, relevant outreach and continuing educational programs and services to the people residing in County and educates County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development.

County desires that Extension maintains a County Extension Office to conduct beneficial outreach and education for its residents; therefore, the County provides space for the County Extension Office within County provided premises.

The parties agree as set forth below with regard to IT Services at the County Extension Office:

I. TERM

The term of this MOU is two years beginning on September 1, 2016 and ending on August 31, 2018. The term of this MOU may be extended by written agreement of the parties. This MOU may be terminated by either party without cause, upon fifteen (15) days' prior written notice to the other party.

II. OBJECTIVE

The purpose of this MOU is to document the parties' understanding and responsibilities with regard to IT Services at the County Extension Office.

III. PARTIES' AGREEMENTS

A. FACILITY

The County will ensure facilities provided to and occupied by the County Extension Office are equipped with data communications wiring that adhere to County's information technology standards.

B. ACCESS

1. Logical - Network and Internet Access

Extension provides the County Extension Office with full Internet access and email services via Extension provided email service. Extension grants permission for County to provide email service on the County's email system as needed.

✓

2. Cost associated with Internet service

County and Extension share Internet service cost. Extension owns or contracts for the Internet service and bills County annually for \$723.48, ½ the Internet Service cost.

3. Physical (communications closets or server facility)

Texas Administrative Code (Chapter 202 B 202.26) requires communications closets and equipment be physically secure. In situations where Extension owns or supplies network components, County will ensure Extension has access to allow for trouble shooting and restarting network equipment. County can require an access log be maintained to monitor Extension access.

C. COMPUTER HARDWARE (includes printers, scanners, projectors)

1. Initial Purchase and Configuration:

The County Extension Office can obtain computers through three channels. These include: Extension, County, or third party purchase as clarified below.

Extension can provide computer systems through a standardized "Cost Share" program. This voluntary program includes initial setup and delivery of newly purchased systems. County is granted permission to configure the systems for access to County applications and standards, provided such access does not inhibit productivity.

County can provide computer systems to the County Extension Office including initial setup and delivery. In this instance, computers must include configurations and standard software listed below under "Extension Standard Software Requirements."

If a third party provides a computer, or a personal computer is used on the office network, it is expected these computers will meet both Extension and County security configuration standards.

2. Special Configuration Items

Administrative level accounts will be maintained on all computer systems to allow either County or Extension to troubleshoot problems.

3. General Hardware Support:

Extension will facilitate trouble-shooting computer hardware and peripheral devices and take corrective actions in accordance with operation standards. Extension will contact County IT when needed to ensure IT operation standards are met. Extension will install software applications for remote support. AgriLife County Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

Expected Minimum Workstation management

- i. Microsoft Windows and Office patches maintained as current.
- ii. Adobe Acrobat patches maintained as current.
- iii. Chrome, Firefox, Flash and Java maintained as current when present.
- iv. Anti-Virus / Anti-Malware application installed, active and maintained as current.

4. Registration of computer workstations:

Where AgriLife IT is the primary support provider all computer systems in the AgriLife County Office will be registered for support. This registration includes collecting basic inventory information and installing software applications necessary for remote support of all computers in the office.

5. Warranty and Maintenance Costs:

Computer systems provided by Extension are provided with an extended parts and service warranty (normally 3 years) through state vendor purchasing contracts. These computer systems will be maintained by AgriLife IT for warranties, parts, and cost and third-party maintenance if used per normal operation standards.

Computer systems provided by County will be maintained by County for warranties, parts, and cost and third-party maintenance if used per normal County operation standards.

Computers purchased by a third party or personal computers are neither Extension or County responsibility with regard to warranty, parts, costs or maintenance.

6. Ownership:

Computer systems provided by Extension are the property of Extension. These systems will remain in the County Extension Office for its useful life or until determined obsolete. At that time, the County has the following three options:

- i. Return equipment to the property office of Extension for appropriate disposal.
- ii. Arrange with Extension for transfer of equipment to County.
- iii. Equipment may be donated to local charitable organizations in coordination with the Extension property office.

Computers provided by County are property of County and ownership will be maintained according to County operational standards.

Computers provided by a third party or a personal computer, unless formally transferred to Extension or County, will remain with that party's ownership.

D. COMPUTER SOFTWARE

Extension will facilitate trouble-shooting of computer software. Issues outside of Extension scope of expertise will be referred to County IT. County Extension Office staff will contact their Extension Regional IT Specialist or the First Call Help desk operation for support.

E. ANTI-VIRUS AND SECURITY INCIDENT REPORTING

Texas Administrative Code (Chapter 202 B 202.26) requires state agencies to report significant security incidences through the State Department of Information Resources (DIR).

Extension provides centrally managed and monitored Anti-Virus and Anti-Malware protection. All monitoring and incidence logging is centrally managed and state required reporting is maintained by the AgriLife Information Security Officer. County has no responsibility.

IV. FINANCIAL PROVISIONS

There will be no exchange of funds or other resources among the parties that effectively alter the set contribution of each party in the context of this MOU. Specifically, each party will be responsible for its own costs in connection with all matters relating to any work and collaborations performed under this MOU. Except as may be provided for in Section III.B. above, or in a separate written agreement between the parties, or an amendment to this MOU, there will be no exchange of funds or other resources among the parties. The parties agree that nothing in this MOU shall compel or be interpreted so as to compel any of the parties to provide more resources than those available, without a written amendment to this MOU.

V. MISCELLANEOUS

This MOU will not be construed to create any partnership, joint venture or other similar relationship between the parties, nor shall either party enter into obligations or commitments on behalf of the other party.

The construction, validity, performance, and effect of this MOU will be governed by the laws of the State of Texas.

This MOU may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU.

Texas A&M AgriLife Extension Service

COUNTY

By: Alan Kurk

By: Efrain Valdez

Printed Name: Alan Kurk

Printed Name: Efrain Valdez

Title: AgriLife IT Director

Title: County Judge

Date: AUG 09 2016

Date: 8-8-16

#15
#16

**VAL VERDE COUNTY COMMISSIONERS' COURT
AGENDA FACT SHEET**

(Instructions: Fill out all appropriate blanks. Please print or write legibly.)

DATE OF MEETING: August 8, 2016

NAME: Judge Sergio J. Gonzalez

TITLE OR POSITION: Val Verde County Court-At-Law

Wording of items exactly as you wish it to appear on agenda. (Attach extra pages if necessary). MEMO attached for each Court member in lieu of appearance by Judge Gonzalez.

#15

1) Discussion & Possible Action on the 2016-2017
Val Verde County Court-At-Law proposed budget.

#16

2) Discussion & Possible Action on the Amendment of the
2015-2016 Val Verde County Court-At-Law budget.

TOPIC AND DESCRIPTION OF ITEM(S):

- 1) See Attached Memo to the Court, Section 1. a thru g, and
following paragraphs.
- 2) See Attached Memo to the Court, Section 2. a thru b, and
following paragraphs.

SIGNATURE: 

NOTE: This Form must be presented to the County Judge's Office at the County Courthouse no later than noon Wednesday prior to a regularly scheduled meeting. **All** supporting documentation **MUST** be attached if action is to be taken in court.

APPROVAL: _____ DATE: _____

#154#16

VAL VERDE COUNTY COURT-AT-LAW



HON. SERGIO J. GONZALEZ
PRESIDING JUDGE

400 PECAN ST.
2ND FLOOR
DEL RIO, TEXAS 78840

OFFICE: 830-774-7575
FAX: 830-778-7440

MEMORANDUM

August 3, 2016

Honorable Efrain Valdez
County Judge

Honorable Ramiro V. Ramon
County Commissioner Precinct 1

Honorable Lewis G. Owens, Jr.
County Commissioner Precinct 2

Honorable Robert Beau Nettleton
County Commissioner Precinct 3

Honorable Gustavo Flores
County Commissioner Precinct 4

Regretably, I am not able to attend Commissioners' Court this day. I provide this memorandum in support of the following:

1. Discussion and possible action on the 2016-2017 County Court-At-Law budget:
 - a. Increase Office Supplies \$6,000.00 over the current 2015-2016 budget;
 - b. Increase Postage \$1,500.00 over the current 2015-2016 budget;
 - c. Increase Travel & Training \$4,500.00 over the current 2015-2016 budget;
 - d. Increase copier expense \$394.00 over the current 2015-2016 budget;
 - e. Increase both the Salary of Full Time Court reporter \$11,450.12 over the current 2015-2016 base pay, plus mirror the salary for the 63rd/83rd District Court reporter salary for the 2016-2017 budget. (Currently, the 2015-2016 budgeted salary for the 63rd District Court Reporter \$61,800.00; & 83rd District Court Reporter \$61,458.46);
 - f. Full Time Receptionist/Secretary 2015-2016 budgeted salary at the minimum entry level pay for the 2016-2017 Val Verde County budget;
 - g. Capital Outlay in the amount of \$3,202.93 (Laptop) Allows access thru Microsoft to both I-Docket & E-Filed Documents & Orders.

The Val Verde County Court-At-Law (CCAL) caseload includes: Misdemeanors, Juvenile, Divorces, Temporary Restraining Orders (TRO), Protective Orders, Termination of Parental Rights, Adoptions, Child Protective Services(CPS), Adult Protective Services, and Uncontested & Contested Probate. The (CCAL) hears Complaints & Information filed by the County Attorney. The Court on the average hears a minimum of (150) to (200) Misdemeanor cases the includes Arraignments, Pleas, Motions to Revoke, and Inmate docket. Additionally, the CCAL has Concurrent Jurisdiction with the District Courts on Domestic related matters including Juvenile (Felony & Misdemeanors) Divorces, Temporary Restraining Orders (TRO), Child Protective Services, Termination of Parental Rights, Adoptions. Currently, in the interest of Judicial economy, thru agreement with the Honorable District Judge Enrique Fernandez, the Honorable District Judge Robert Cadena, and the Val Verde County Court-At-Law, the CCAL Court hears all (CPS) cases, absent a conflict. These cases have a minimum of 3-5 lawyers on each case or more. Moreover, this Court generally hears all Juvenile cases, absent a conflict. The District Judges' have agreed to assist the CCAL court in the event these cases cannot be heard by the Court.

2. With respect to the Specialty Court include the following:
 - a. Increase the proposed Probation Officer \$2,000.00 over the current 2015-2016 budget;
 - b. Add a new budget line item to the 2015-2016, & 2016-2017, period beginning September 1, 2016 thru August 31st, 2017. Salary of \$35,074.00 includes fringe benefits for the position of project manager.

The above positions are subject to the Governors' office awarding the grant for the period beginning September 1, 2016, thru August 31st, 2017. These two positions are subject to grant award and are 100% reimbursable.

In the Specialty Court Judgments have already been entered. Each Participant Voluntarily Agrees to participate in the program, and their supervision is generally provided by the 63rd/83rd Val Verde County Probation Department.

I take this opportunity to thank you for your consideration and respectfully request action be taken on all of the above matters addressed.

Sincerely,


Judge Sergio J. Gonzalez

VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor (**Mud Racing**) ("Lessee") acting by and through its agent, **Del Rio 4x4 Mud racing and Mr. Luis Flores** for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This lease shall commence on dates as follow: 9/17/2016 and end on 9/18/2016 at 3:00 PM for use of the office located at the Val Verde County Fairgrounds.
2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning on Saturday on 9/17/2016 and ends on Sunday, 9/18/ 2016.

Large Arena	Grandstands
Pavilion	Parking Lot(s)
Racetrack	Restrooms
Concessions Stands*	Fairgrounds Office
Small roping arena	

*There will be no glass bottles permitted at the concessions stands.

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of \$ **250.00** per event day, payable when the contract is executed. In addition, a deposit in the amount of **\$500** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

If notice is received 45 days or more prior to event - 100% refund
 If notice is received 45 days to 20 days prior to event - 50% refund
 If notice is received less than 20 days prior to event - 0% refund
5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is in acceptable condition an after Lessor's

agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 9/17/2016. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

In the event Lessor is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit/clean up fee along with written confirmation that he is exercising the option of having Lessor clean up the premises. Lessor warrants that there will be a cleanup crew after every performance and that clean up shall be accomplished prior to each performance.

In the event Lessee is responsible for clean up, Lessee shall deliver to Lessor a \$500 deposit along with written confirmation that he is exercising the option of cleaning up the premises. Lessor shall inspect the premises on a date as specified in opportunity to correct any clean up problems as indicated by Lessor or Lessor's agent prior to the expiration of the lease term.

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on September 17, 2016 at 7:00 p.m. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured

and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

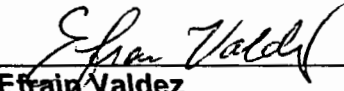
12. **INDEMNIFICATION:** LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.
13. **Rules and Regulations:** Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. **Resolution of Problems:** The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. **Violation of Lease Agreement:** If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.
16. **Parties Bound:** This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.
20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.
21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.
23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.


25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.

27. **NO BLANK SPACES:** BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.

EXECUTED in MULTIPLE ORIGINALS on this 8th day of Aug, 2016.


Efraim Valdez

On behalf of Val Verde County


On behalf of the Del Rio 4X4 Mud
racing
(Luis Flores)

Presented to Val Verde Commissioners Court on 8 / 8 / 16 and made a part of the court's minutes.

#78

VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor **(Cook off and 5K run)** and ("Lessee") acting by and through its agent, **St. Joseph First Annual Holy Smoke BBQ Cook off and 5 K run and Mr. Efrain Gallegos** for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

- 1. Terms of Lease: This lease shall commence on 9/23/2016 and 9/24/16 end on 9/25/16 at 11:30 PM for use of the office located at the Val Verde County Fairgrounds.
- 2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning 9/23/16 and 9/24/16 ending 9/25/16:

Large Arena	Grandstands
Pavilion	Parking Lot(s)
Racetrack	Restrooms
Concessions Stands*	Fairgrounds Office
Small roping arena	

*There will be no glass bottles permitted at the concessions stands.

- 3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of **\$1,000.00** per event day, payable when the contract is executed. In addition, a deposit in the amount of **\$500.00** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
- 4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

If notice is received 45 days or more prior to event - 100% refund
If notice is received 45 days to 20 days prior to event - 50% refund
If notice is received less than 20 days prior to event - 0% refund
- 5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is in acceptable condition after Lessor's

agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 9/23/16. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

In the event Lessor is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit/clean up fee along with written confirmation that he is exercising the option of having Lessor clean up the premises. Lessor warrants that there will be a cleanup crew after every performance and that clean up shall be accomplished prior to each performance.

In the event Lessee is responsible for clean up, Lessee shall deliver to Lessor a \$500 deposit along with written confirmation that he is exercising the option of cleaning up the premises. Lessor shall inspect the premises on a date as specified in opportunity to correct any clean up problems as indicated by Lessor or Lessor's agent prior to the expiration of the lease term.

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on 9/23/16 through 9/24/16 at 7:00 p.m. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured

and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

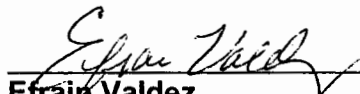
12. **INDEMNIFICATION:** LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.
13. Rules and Regulations: Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. Resolution of Problems: The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.
16. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.
20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.
21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.
23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.


25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.

27. **NO BLANK SPACES:** BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.

EXECUTED in MULTIPLE ORIGINALS on this 5 day of August, 2016.



Efrain Valdez
On behalf of Val Verde County



On behalf of the St. Joseph
First Annual Holy Smoke BBQ
and 5-K run (Efrain Gallegos)

Presented to Val Verde Commissioners Court on 8, 8, 16 and made a part of the court's minutes.

#29

2-1-1-1 2534 323

THANKS

JUSTICE OF THE PEACE PCT. 2

, b.TX 78840

DATE 07/14/16 NEXT DELIVERY 08/11/16

KEY REC RTV

TODAY'S DELIVERY MESSAGE
MUST LV A RECEIPT AFT EA DEL

RECEIVED
JUL 4 2010

CC	CASH	CHECK	AMOUNT
			3150

SIGNATURE

CUSTOMER COPY

#29



VAL VERDE COUNTY
400 Pecan St.
Del Rio, TX 78840
PH: (830) 774-7505
FAX: (830) 774-7508

PURCHASE ORDER

PO Number: 47175 Date: 06/30/2016
Requisition #: REQ-04217 Vendor #: 4672
Department: Justice of the Peace Pct. #2

ISSUED TO: DS Waters of America Inc
P.O. Box 660579
Dallas, 75266-0579

SHIP TO: Val Verde County
Attn: Roy Musquiz Jr
400 Pecan St.
Third Floor Purchasing
Del Rio, TX 78840

ITEM	UNITS DESCRIPTION	VENDOR PART #	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 Office Water for July Not to exceed \$30.00 for the month of July 2016		1111-1207-00-16000		30.00	30.00

EMAIL
JUL - 1 2016

by Melissa

Authorized by: _____

Roy Musquiz Jr

SUBTOTAL:	30.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	30.00

NOTE: PURCHASE ORDER NUMBER MUST APPEAR ON
INVOICE OR STATEMENT: FREIGHT CHARGES, TAXES,
DELIVERY, DRAYAGE, ETC. MUST BE SHOWN AS A
SEPARATE LINE OR INVOICE

PLEASE HAVE THE DEPARTMENT HEAD
PRESENT THIS BILL TO COMMISSIONERS
COURT DUE TO PO OVERAGE.
THANKS
COUNTY AUDITOR'S OFFICE



Wyndham San Antonio Riverwalk
111 East Pecan Street
San Antonio, TX 78205
Telephone: (210) 354-2800 Fax: (210) 354-2700

INFORMATION INVOICE

Arrival : 06-27-16
Departure : 07-01-16
Company Name :
Antonio Faz
309 Mills St
2nd Suite A
Del Rio TX 78840
US

Folio / Invoice # :
Reference # : 80403EC003389
Room No. : 0528
Page No. : 1 of 1
Membership No. :
Conf. No. : 206078
Cashier No. :
A/R Number :

0658-

Date	Description	Reference	Charges	Credits
06-27-16	Room Charge		129.00	
06-27-16	Occupancy Tax - 9%		11.61	
06-27-16	County Tax - 1.75%		2.26	
06-27-16	State Occupancy Tax - 6%		7.74	
06-28-16	Room Charge		129.00	
06-28-16	Occupancy Tax - 9%		11.61	
06-28-16	County Tax - 1.75%		2.26	
06-28-16	State Occupancy Tax - 6%		7.74	
06-29-16	Room Charge		129.00	
06-29-16	Occupancy Tax - 9%		11.61	
06-29-16	County Tax - 1.75%		2.26	
06-29-16	State Occupancy Tax - 6%		7.74	
06-30-16	Room Charge		129.00	
06-30-16	Occupancy Tax - 9%		11.61	
06-30-16	County Tax - 1.75%		2.26	
06-30-16	State Occupancy Tax - 6%		7.74	
07-01-16	MasterCard			602.44
Total			602.44	602.44
Balance				0.00

Please contact the Hotel Manager about any issues with your stay. Wyndham Hotels and Resorts or affiliates may contact you about goods and services unless you call 888-946-4283 or write to Wyndham Worldwide Hotels, Inc. 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our Wyndham Hotels and Resorts website about privacy

Antonio Inc III

7-5-2016

JUL - 5 - 2016

#30

830 774 7508

COUNTY OF VAL VERDE

11:00:46 a.m. 05-04-2016

1/2



VAL VERDE COUNTY
400 Pecan St.
Del Rio, TX 78840
PH: (830) 774-7505
FAX: (830) 774-7508

PURCHASE ORDER

PO Number: 46583 **Date:** 05/03/2016
Requisition #: REQ-03549 **Vendor #:** 4262
Department: Justice of the Peace Pct. #2

ISSUED TO: Card Service Center
P.O. Box 569100
Dallas, TX 75356-9100

SHIP TO: Val Verde County
Attn: Roy Musquiz Jr
400 Pecan St.
Third Floor Purchasing
Del Rio, TX 78840

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	4 JP2- June TAC trip Hotel expense- Wyndham Hotel Hotel amount is estimated amount does NOT include taxes and additional fees- Amount will change	1111-1207-00-16200		129.00	516.00

FAXED

Time: 12:59 pm
Date: 5/4/16

Authorized by: *Roy Musquiz Jr*

SUBTOTAL:	516.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	516.00

**NOTE: PURCHASE ORDER NUMBER MUST
APPEAR ON INVOICE OR STATEMENT: FREIGHT
CHARGES, TAXES, DELIVERY, DRAYAGE, ETC. MUST
BE SHOWN AS A SEPARATE LINE OR INVOICE**

#31

July 29th, 2016

In accordance with Texas Secretary of State election advisory No. 2016-13 the Val Verde Democratic Party submits the attached list of Precinct Election Judges to the Val Verde County Commissioners Court.

RECEIVED

2016 AUG - 1 A 11: 23

GENERAL CLERK
VAL VERDE COUNTY CLERK

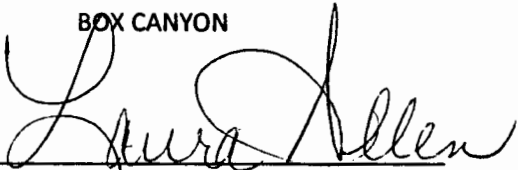
BY ya DEPUTY


LastName	FirstName	MiddleName	Suffix	DOB	PrecinctNo	Address	City	State	Zip5	Home Phone
Lomas	Elva			11/4/1959	10	1403 N Main St	Del Rio	TX	78840	
Nieto	Ruby	Ann		11/10/1980	11	505 W Bowie St	Del Rio	TX	78840	8307759697
Casarez	Jovita	V		5/17/1943	12	122 Harris Dr	Del Rio	TX	78840	
Deleon	George			10/22/1969	13	105 Mata Ln	Del Rio	TX	78840	
McDowell	Amelia	G		12/11/1940	20	419 Puma St	Del Rio	TX	78840	
Nieto	Juan	Antonio		11/14/1960	21	613 E Garza St	Del Rio	TX	78840	
Becerra	Antonio		Jr	6/30/1957	22	609 E 9th St	Del Rio	TX	78840	8307743916
Nino	Traci			10/19/1958	23	126 Packsaddle Cir	Del Rio	TX	78840	8307755328
Gavirio	Sandra			2/16/1968	24	308 Grissom Dr	Del Rio	TX	78840	
Castellanos	Idalia			1/18/1959	30	140 Windlake Loop	Del Rio	TX	78840	
Akins	Patricia			4/25/1975	31	705 Kings Way	Del Rio	TX	78840	8302983764
Robertson	Alicia	B		3/11/1956	32	30 Ozona	Comstock	TX	78837	4322924491
Velez	Sandra			6/29/1975	33	554 Diego Loop Rd	Del Rio	TX	78840	
De La Paz	Juanita			6/20/1955	40	920 Howell St	Del Rio	TX	78840	
Alderete	Alejandro	C		2/8/1954	41	554 Top Dr	Del Rio	TX	78840	
Foster	William	Ross		2/25/1951	42	PO Box 163	Langtry	TX	78871	
Thornburg	Mary	S		9/10/1947	43	306 Rio Loop	Del Rio	TX	78840	4322924666

**VAL VERDE COUNTY REPUBLICAN PARTY
SUBMITS THE FOLLOWING LIST OF PRECINCT JUDGES AND ALTERNATE JUDGES
FOR THE NOVEMBER 8, 2016 GENERAL ELECTION**

Precinct #10	THERESA ESTER CHAPOY	111 GUYLER LANE
Precinct #11	DORA ALCALA	201 BORRUM
Precinct #12	SYLVIA MONDRAGON	201 AVONDALE
Precinct #13	ROBERT CHATTLER	684 GILCHRIST LANE
Precinct #20	MARILYN ANN NOPE	1 ARAPAHO TRAIL
Precinct #21	ANGELITA LOWE	204 E. CHAPOY
Precinct #22	EIRIN I ALBRITTON	708 E. 15 TH STREET
Precinct #23	LEO CLAY DISSLER	2064 LAUSEN RD.
Precinct #24	EMILY COOPER	8089 S L 79
Precinct #30	ANNA CHAPMAN	303 SILVER SAGE
Precinct #31	CAROLE COOPER	300 WESTWARD WAY
Precinct #32	SYDNEY HARDIN	COMSTOCK, TX
Precinct #33	GERALD MACRARY	431 HOUSTON AVE
Precinct #40	RODGER PAXTON	303 W. STRICKLAND
Precinct #41	EVA CORTAZZO	CIENEGAS
Precinct #42	RHONDA HARGROW	LANGTRY, TEXAS
Precinct #43	PAT FRITZ	BOX CANYON

RECEIVED

Submitted By: 
LAURA ALLEN, PARTY CHAIRPERSON

2016 AUG -5 P 3:13
GENERAL CLERK
VAL VERDE COUNTY
BY  DEPUTY

#32, 33 & 34
and #35

NOVEMBER 8, 2016 GENERAL ELECTION

CENTRAL COUNTING STATION MANAGER:

GENEROSA (JANIE) GRACIA RAMON, VAL VERDE COUNTY CLERK

CENTRAL COUNTING STATION JUDGE: JOVITA CHRISTI

TABULATION SUPERVISOR: CYNTHIA SAWTELLE

VAL VERDE COUNTY CLERK DEPUTIES:

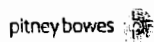
Diane Alcala	Sylvia Salazar	Lourdes Mendez
Maria Fuentes	Yvonne Avila	Tamara Ramirez
Cyndi Sawtelle	Ismael Diaz	
Wilma Arredondo	Michael Ramirez	

#36

RECOMMENDED
NUMBER OF CLERKS TO SERVE AT EACH
POLLING LOCATION FOR THE
NOVEMBER 8, 2016 GENERAL ELECTION

<u>PRECINCT</u>	<u>NUMBER OF CLERKS</u>
10	4
11	4
12	4
13	4
20	4
21	4
22	4
23	4
24	4
30	4
31	8
32	4
33	4
40	8
41	4
42	4
43	4

#137



State and Local Fair Market Value Lease Quote

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

VAL VERDE COUNTY DISTRICT CLERK

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

901 N BEDELL AVE STE A

DEL RIO

TX

78840-4170

Billing Address : Street

City

State

ZIP+4

Roy Musquiz

8307747505

0011376421

Billing Contact Name

Billing Contact Phone #

Billing Account #

100 E BROADWAY ST STE 105

DEL RIO

TX

78840-5539

Installation Address (if different from billing address) : Street

City

State

ZIP+4

Roy Musquiz

8307747505

0010219414

Installation Contact Name

Installation Contact Phone #

Installation Account #

2016-08-01

PO #

Quote Expiration Date

Your Business Needs

Qty	Item	Business Solution Description
1	DM225	DM225 Digital Mailing System
1	SVDF	SVDF - DM225 Digital Mailing System
1	PR00	PR00- Meter for DM125 / DM225
1	SJ20	SoftGuard for DM225
1	PRP5	PRP5 5 lb Weigh w/External Display
1	MP1W	MP1W 5/10 lb Weigh w/External Display
1	MP96001	MP96001 - Remote Display Sales Kit
1	1FAB	Dept Accounting Enabler (5 Accts)
1	1FA1	Basic Accounting (25 Dept)
1	F9SA	DM Series Professional Installation (LV)
1	1FS4	USPS Special Services
1	7PR0	DM125 US Meter Subscription
1	F9DA	USPS Special Services Training
1	F9DD	USPS Special Services Welcome Kit
1	F9DX	CONF SV WELCOME KIT DM100
1	STDSLA	Standard SLA-Equipment Service Agreement (for DM225 Digital Mailing System)

Your Payment Plan

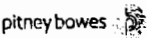
Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	\$ 113.33	\$ 339.99

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
- () Tax Exempt Certificate Not Required
- () Purchase Power® transaction fees included
- (X) Purchase Power® transaction fees extra

Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office



State and Local Fair Market Value Lease Quote

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

VAL VERDE COUNTY DISTRICT CLERK	
Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
901 N BEDELL AVE STE A	DEL RIO TX 78840-4170
Billing Address : Street	City State ZIP+4
Roy Musquiz	8307747505 0011376421
Billing Contact Name	Billing Contact Phone # Billing Account #
100 E BROADWAY ST STE 105	DEL RIO TX 78840-5539
Installation Address (if different from billing address) : Street	City State ZIP+4
Roy Musquiz	8307747505 0010219414
Installation Contact Name	Installation Contact Phone # Installation Account #
	2016-08-01
PO #	Quote Expiration Date

Your Business Needs

Qty	Item	Business Solution Description
1	DM225	DM225 Digital Mailing System
1	SVDF	SVDF - DM225 Digital Mailing System
1	PR00	PR00- Meter for DM125 / DM225
1	SJ20	SoftGuard for DM225
1	PRP5	PRP5 5 lb Weigh w/External Display
1	MP1W	MP1W 5/10 lb Weigh w/External Display
1	MP96001	MP96001 - Remote Display Sales Kit
1	1FAB	Dept Accounting Enabler (5 Accts)
1	1FA1	Basic Accounting (25 Dept)
1	F9SA	DM Series Professional Installation (LV)
1	1FS4	USPS Special Services
1	7PR0	DM125 US Meter Subscription
1	F9DA	USPS Special Services Training
1	F9DD	USPS Special Services Welcome Kit
1	F9DX	CONF SV WELCOME KIT DM100
1	STDSLA	Standard SLA-Equipment Service Agreement (for DM225 Digital Mailing System)

Your Payment Plan

Initial Term: 48 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
48	\$ 100.38	\$ 301.14

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
- () Tax Exempt Certificate Not Required
- () Purchase Power® transaction fees included
- (X) Purchase Power® transaction fees extra

Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office



SatellitePhoneStore.com
1-877-943-6383

Quote for order #57990
May 19, 2016

#39

Satellite Phone Store
2830 Shelter Island Dr
San Diego, CA 92106

Bill to: Roy Musquiz
1
San Diego, CA 92106 US
1(210)373-8428

Ship to: Oscar Delgado
1
San Diego, CA 92106 US
1(210)373-8428

Quote # 57990 - May 17, 2016

Service Plans				
Device	Plan Name	Recurring Fee	Included	Total
Free Globalstar GSP-1700 satellite phone	Globalstar Orbit 100 Plan	\$64.99 Pay period: 1 month Network Improvement Monthly Fee: \$0.00 Rollover \$10.00 Recurring payments: \$74.99	100 Minutes \$0.99 each addnl. minute Minimum duration (months): 12 Termination fee: \$250.00	Service plan: \$74.99 Activation fee \$50.00 Device: \$0.00 Subtotal: \$124.99
Free Globalstar GSP-1700 satellite phone	Globalstar Orbit 100 Plan	\$64.99 Pay period: 1 month Network Improvement Monthly Fee: \$0.00 Rollover \$10.00 Recurring payments: \$74.99	100 Minutes \$0.99 each addnl. minute Minimum duration (months): 12 Termination fee: \$250.00	Service plan: \$74.99 Activation fee \$50.00 Device: \$0.00 Subtotal: \$124.99

Total	
Shipping (FedEx 2-Day Air)	\$59.93
Taxes, Surcharges, and Fees	\$15.01
Order total:	\$324.92
Total: Due upon receipt	\$324.92

Billing Department
1-941-306-2179
billing@satellitephonestore.com

Your Sales Rep: Sue Shorees
1(941)306-2188
sue@satphoneservice.com



CRUSHED STONE & ASPHALT PRODUCTS
P.O. BOX 60693 - SAN ANGELO, TX 76906 - 325-655-4511

#42

PLEASE HAVE THE DEPARTMENT HEAD
PRESENT THIS BILL TO COMMISSIONERS
COURT DUE TO PO OVERAGE.
THANKS
COUNTY AUDITOR'S OFFICE

INVOICE 135898

6/30/2016

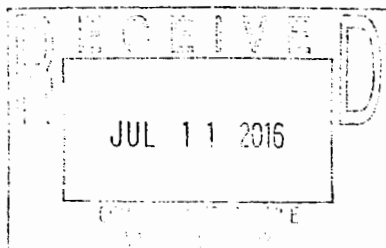
Net 30 Days

VAL VERDE COUNTY
901 BEDELL AVE
DEL RIO, TX 78840

PCT#1

Ticket	Date	P.O.	Order	Location	Product	Qty	Material		Freight		Fee	Tax	Total
							Rate	Amount	Rate	Amount			
217814	6/30/2016	47109	47109	3	BASE GR2 T	24.64	8.00	197.12	4.25	104.72	0.00	0.00	301.84
217816	6/30/2016	47109	47109	3	BASE GR2 T	25.44	8.00	203.52	4.25	108.12	0.00	0.00	311.64
Subtotal						50.08 Ton		400.64		212.84	0.00	0.00	613.48
Invoice Total						50.08 Ton		400.64		212.84	0.00	0.00	613.48

Total Invoice: 613.48



Carma J. Lewis
7-29-16

Water project

TERMS: NET 10 DAYS. 10% INTEREST CHARGED ON ALL OVERDUE ACCOUNTS
ALL BILLS DUE AND PAYABLE IN SAN ANGELO, TOM GREEN COUNTY, TEXAS

Page 1 of 1

#42

B. & S. Services

Portable Restrooms
P. O. Box 420873
Del Rio, TX 78842-0873

Invoice

Date	Invoice #
7/22/2016	16-24668

Bill To
Val Verde County 901 Bedell Ave. Suite A Del Rio, Texas 78840

PLEASE HAVE THE DEPARTMENT HEAD
PRESENT THIS BILL TO COMMISSIONERS
COURT DUE TO PO OVERAGE.
THANKS
COUNTY AUDITOR'S OFFICE

Location	P.O. No.	Terms	Due Date	Delivery Date	Phone #
Escondido Estates	46015	Net 30	8/21/2016		

Quantity	Description	Rate	Amount
1	1 Unit Trailer	175.00	175.00
240	City of Del Rio Disposal Fee	0.24	57.60
	Juan requested trailer unit, instead of a single unit. Delivered 03/23/16 2 month job		
	<div data-bbox="418 1360 812 1615" data-label="Image"> </div> <div data-bbox="901 1532 1282 1666" data-label="Text"> <p><i>[Signature]</i> 7-29-16</p> </div>		

	Sales Tax (8.25%)	\$0.00
	Total	\$232.60

Phone #	Fax #	E-mail
830 774-6924	830 774-7466	bstoilets@hotmail.com

#42

OMNI HOTELS & RESORTS

downtown | austin

PLEASE HAVE THE DEPARTMENT HEAD
PRESENT THIS BILL TO COMMISSIONERS
COURT DUE TO PO OVERAGE.
THANKS
COUNTY AUDITOR'S OFFICE

San Jacinto @ 8th Street
Austin, TX 78701
2-476-3700 • Fax: 512-397-4888
ervations: 800-843-6664

RAMON, RAMIRO V
Government
504 Plaza Ave
Del Rio, TX 78840 US

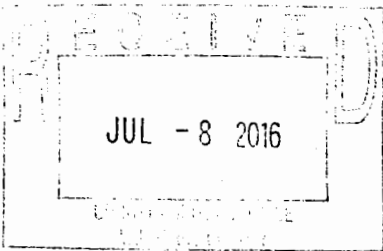
Room Number: 1813
Daily Rate: 165.00
Room Type: KN1E
No. of Guests: 2 / 0

47193

ARRIVAL	DEPARTURE	CREDIT CARD	RATE PLAN	CATEGORY	ACCOUNT
07/06/16	07/07/16	XXXXXXXXXXXX0484	STAT	QDIS	13601309980

DATE	ROOM NO.	DESCRIPTION	REFERENCE	AMOUNT
07/06/16	1813	VALET PARKING	VALET PARKING 122-837	\$35.00
07/06/16	1813	SALES TAX-VALET PARKING	SALES TAX-VALET PARKING	\$2.89
07/06/16	1813	ROOM CHARGE	#1813 RAMON, RAMIRO V	\$165.00
07/06/16	1813	CITY OCCUPANCY TAX 9%	CITY OCCUPANCY TAX 9%	\$14.85
07/06/16	1813	STATE OCCUPANCY TAX 6%	STATE OCCUPANCY TAX 6%	\$9.90
07/07/16	1813	MASTERCARD	MC****0484	(\$227.64)

Ramon V. Ramiro
7-8-16



TOTAL DUE: \$0.00

TERMS: DUE AND PAYABLE UPON PRESENTATION. I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

#42



WORK ORDER INVOICE COPY

Contract #. 8018506-0001 Page: 1
Date..... 6/30/16
Customer #... 1001083

5246 TACCO ROAD 7:00AM TO 5:00PM
SAN ANTONIO, TX 78244
210-960-4810 Fx: 210-310-7577 texasfirstrentals.com

Job Loc.....
Job No..... 2 - VAL VERDE COUNTY
Written by... JORDAN SCHNEIDER

Customer: 1001083
VAL VERDE COUNTY
901 BEDELL AVE SUITE A
DEL RIO, TX 78840

Job Site:
VAL VERDE COUNTY PCT. 1
400 PECAN ST.
ROY 830-774-7505
DEL RIO, TX 78840
C#: 830 774-7656 J#: 830 774-7656

Ordered By:	Purchase Order Number: *	Cust Job Ref No.	Terms: Due Upon Receipt
LDW Policy Expiration Date:	Texas First Rentals Sales Rep: JOEL CAVAZOS	Time Printed: 7/26/16 11:33	Delivery Driver Initials:

Equip #	Make	Model	Serial #	Description
103483	CAT	420F 4S	OSKR02655	BACKHOE 4WD ROPS PILOT

Work Order Description
CUSTOMER DAMAGE / REPAIRS
HYDRAULIC LEAK AT LEFT OUTRIGGER CYLINDER. REMOVED
BAD HOLT CYLINDER,DUE TO EXTENT OF DAMAGE HOLT CYLINDER
SHOP DID NOT REBUILD,THEY PROVIDED NEW CYLINDER.

WORK PERFORMED:
Arrived on location customer complaint was leaking outrigger cylinder. Upon inspection of unit noticed protection plate covering cylinder was missing, cylinder fitting had was bent,bent fitting was making internal contact with gland not allowing rod to extend or retract which

Outside Labor	HOLT CAT HYDRAULIC SHOP	4,981.63
---------------	-------------------------	----------

LABOR:

Mechanic	Hours	Work	Rate	Extended
2918	2.50	<i>Water Project piston on back-hoe</i>	115.00	287.50

Total Labor 5,269.13

Total Amount 5,269.13

Camie V. Llanin
7-26-16

RECEIVED

JUL 29 2016

CONTRACT SERVICE

CUSTOMER MUST CALL FOR PICK UP AND OBTAIN A PICK UP NUMBER	EQUIPMENT USAGE ALLOWED, 8HRS DAY 40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY	CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, REPAIRS OR TIRE REPAIRS			
<p>The Loss Damage Waiver ("LDW") is not available for all rental transactions. Texas First Rentals may refuse to offer the LDW in its sole discretion. The LDW charge is 14% of the Base Rental installment per month.</p> <p>Loss Damage Waiver: Customer Accepts _____ Initials Customer Declines _____ initials</p> <p>Statement of Total Charge for Optional Loss Damage Waiver: If the customer elects to purchase the Optional Loss Damage Waiver the total estimated charge to the customer under this agreement shall be \$</p> <p>X</p> <table><tr><td>CUSTOMER SIGNATURE</td><td>DATE</td><td>NAME PRINTED</td></tr></table> <p>By initialing this, I have read and recieved a safety sheet explaining the safe operation of the equipment I am renting. Initials _____</p>		CUSTOMER SIGNATURE	DATE	NAME PRINTED	<p>Remit To: P.O. BOX 650869 DALLAS, TX 75265-0869 737-808-1914 Phone/Fax</p>
CUSTOMER SIGNATURE	DATE	NAME PRINTED			

THNVCR

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

1202

#4:

Charles Willis & Associates, Inc.

**Project
Memorandum/
Information
Request**

Project: LAFB West Gate DCC

Date: August 04, 2016
Send To: Val Verde County Texas
Attention: Roy Musquiz, Val Verde County Purchasing Agent
Office Location:

From: Charles Willis

Total Pages Including Cover:

Urgent ☐ **Reply ASAP** ☒ **Please Comment** ☐ **Please Review** ☒ **For Your Information** ☐

Comments: RE: Estimated Project Cost

Dear Mr. Musquiz –

Roy,

Pursuant to your email of 4 August, please be advised of the following:

1. The document Mr. Esser is working from is not a "budget", but was created by our office to provide estimated project costs for the committee to work from. The particular version Mr. Esser commented on was the first one, prepared on October 15, 2015, and was done before the project scope had really been defined. Consequently, the scope and level of our services changed as we got into the project, and some work items were increased, particular in the LEED area. The estimate was updated to reflect these changes on April 27, 2016. You and Eloy were copied, and a copy is attached.
2. These estimated costs were based upon the detailed fee analysis developed after the project scope was defined, and was the basis for our fee negotiations with the City for bidding, construction Administration and RPR and Close Out. The same fee analysis was attached to our professional services agreement sent to you yesterday. They are included in our contract with the City to perform these services; and we provided a copy of this analysis to Mr. Esser in response to his request for copies of our agreement with the City earlier this spring.
3. It was our understanding that no changes would be made to our scope or fees as the City Contract was replaced with the County version, and I assume that this still the case. I hope this clarifies the questions concerning adjustments to our fees.

Please advise if you need information or have any further questions.

1161 Corporate Drive West, Suite 150 • Arlington, TX 76006 • 817.261.1863 • admin@cwainc.net

Charles Willis & Associates, Inc.

Project
Memorandum/
Information
Request

Project: LAFB West Gate DCC

Date: Revised April 27, 2016
Send To: City of Del Rio, Val Verde County
Attention: Alejandro Garcia, Matthew Rector, Roy Musquiz, Eloy Padilla
Office Location: 400 Pecan Street
Del Rio, TX 78840
From: Charles Willis

Total Pages Including Cover: 2

Urgent ☐ Reply ASAP ☐ Please Comment ☐ Please Review ☒ For Your Information ☐

RE: LAFB Estimated Project Costs

Estimated Project Costs – LAFB West Gate DCC –UPDATED 04/27/16

1)	Surveying	\$28,469.00
2)	Architectural Design Fees*	\$150,218.00
3)	Engineering Design Fees**	\$79,832.00
4)	Architectural Bidding & Construction Administration Fees	\$87,650.00
5)	Engineering Bidding & Construction Administration Fees	\$24,610.00
6)	Construction Testing	\$32,700.00
7)	Geotechnical Design Testing	\$6,685.00
8)	LEED Project Registration Fees	\$3,400.00
9)	LEED Commissioning	\$13,000.00
10)	ADA / TDLR Fee	\$1,482.50
11)	Project Construction Cost (includes 10%contingencies)	
A.	Building	\$2,011,743.00
B.	Site Improvements	<u>\$2,007,569.00</u>
	Total Estimated Building Costs	\$4,019,312.00
12)	Resident Project Representative - (RPR, 12 month construction)	\$139,100.00

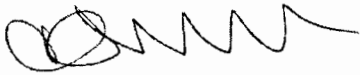
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TOTAL Estimated Project Cost

\$4,586,458.50

*Architectural fee through design only – Bidding and Construction Administration fees are shown separately

**Engineering design fees include \$20,820.00 additional fees for design of fiber optic telecom cable.



Charles Willis, AIA, NCARB
President
Charles Willis & Associates, Inc.
1161 Corporate Drive West, Suite 150
Arlington, Texas 76006
(817) 261-1863 Office
(817) 455-4098 Cell
cwillis@cwainc.net

VAL VERDE, COUNTY, TEXAS

**PROFESSIONAL SERVICES AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

WEST GATE DCC, LAUGHLIN AFB, TEXAS

8/2/2016

VOL. 47 PAGE 110

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PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

Article I. GENERAL INFORMATION

Section 1.01 SCOPE OF AGREEMENT

(a) This Agreement is made as of the ____ day of _____ in the year 2016, between the Architect's client identified as the County: County of Val Verde, Texas, 400 Pecan Street, Del Rio, Texas 78840 and the Architect: Charles Willis & Associates, Inc., 1161 Corporate Drive West, Ste. 150, Arlington, Texas 76006, a corporation authorized to do business in the State of Texas.

(b) This agreement is for the following Project: Architectural and Engineering services in connection with the planning, preparation, of contract documents and construction of the West Gate DCC, Laughlin AFB , which are funded by State or Federal financial assistance.

(c) This Agreement, including Attachments "A", "B" and "C", represents the entire and integrated agreement between the County and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

(d) This Agreement may be amended only by written instrument signed by both County and Architect and approved by the commissioners of Val Verde County.

Section 1.02 PROJECT PARAMETERS

(a) The Architect shall provide Architectural and Engineering services, as more specifically described herein, as approved by the County, or on an as required basis, for other projects approved by the commissioners of the County of Val Verde.

Section 1.03 DESIGNATED REPRESENTATIVES

(a) County's Designated Representative: Efrain Valdez, County Judge, Val Verde County, 400 Pecan Street, Del Rio, Texas 78840.

(b) Architect's Designated Representative:

1) Charles A. Willis, AIA, NCARB

2) The Architect's Designated Representative shall be authorized to act on the Architect's behalf with respect to the Project.

Article II. RESPONSIBILITIES OF THE PARTIES

Section 2.01 COUNTY' RESPONSIBILITIES

- (a)** Unless otherwise provided under this Agreement, the County shall provide full information in a timely manner regarding requirements for and limitations on the Project.
- (b)** The County shall furnish to the Architect, within seven (7) calendar days after receipt of a written request, information necessary and relevant for the Architect to evaluate in the performance of the project.
- (c)** The County shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work.
- (d)** The County shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work for any portion of work begun on a project, or contingencies included in the overall budget or a portion of the budget, without notifying the Architect of a corresponding change in the Project scope and quality.
- (e)** Unless otherwise provided in this Agreement, the County shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

Section 2.02 ARCHITECT'S GENERAL RESPONSIBILITIES

- (a)** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.
- (b)** The Architect agrees and acknowledges that the County is entering into this Agreement in reliance on Architect's represented professional abilities with respect to performing Architect's services, duties, and obligations under this Agreement.
- (c)** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- (d)** The Architect shall perform its services diligently and shall endeavor to further the interest of the County during the project.
- (e)** The Architect shall submit for the County's approval a schedule for the performance of the Architect's services in connection with each approved portion of work, which shall be consistent with the time periods, required by the County.

- (f)** This schedule shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project.
- (g)** Time limits established by this schedule approved by the County shall not, except for reasonable cause, be exceeded by the Architect or County.
- (h)** The Architect shall allocate adequate time, personnel, and resources as necessary to perform its services.
- (i)** The Architect shall maintain the confidentiality of information specifically designated as confidential by the County unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding.
- (j)** The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- (k)** The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.
- (l)** The Architect shall provide prompt written notice to the County if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.
- (m)** The Architect is responsible for coordinating the work of all of its Architects to assure that their services are appropriate for and adequately incorporated into the design of the Project.

Section 2.03 ARCHITECT'S INSURANCE REQUIREMENTS

- (a)** Before commencing work under this Agreement, Architect shall obtain and furnish to the County evidence of the following insurance during the term of this Agreement and thereafter as required herein:
 - a. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Architect, its employees, subcontractors, or Architects.
 - b. If this coverage can only be made on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two (2) years after final payment with the Professional continuing to furnish the County certificates of insurance.

- c. **Worker's Compensation Insurance:** The Architect shall carry and maintain during the term of this Agreement, workers' compensation and employers' liability insurance meeting the requirements of the State of Texas on all of the Architect's employees carrying out the work involved in this Agreement.
- d. **Automobile Liability Insurance:** Professional shall carry and maintain during the term of the Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$500,000 for bodily injury per person per occurrence and \$250,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned vehicles used in the performance of this Agreement by the Architect or its employees.
- e. **Subcontractor:** In the case of any work sublet, the Architect shall require subcontractor and independent contractors working under the direction of either the Architect or a subcontractor to carry and maintain the same workers compensation and professional liability, and automobile insurance required of the Architect.

Section 2.04 ARCHITECT'S PROJECT MANAGEMENT SERVICES

- (a)** The Architect shall manage the Architect's services and administer the Project in at least the manners as described herein.
- (b)** The Architect shall consult with the County, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports.
- (c)** The Architect shall coordinate the services provided by the Architect and the Architect's Consultants with those services provided by the County and the County Consultants.
- (d)** With each phase or new portion of a project as approved by the County of Val Verde, Architect will be responsible for the services as listed herein.
- (e)** The Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the County, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of Work.
- (f)** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

Section 2.05 ARCHITECT'S DESIGN SERVICES

The Architect's design services shall include normal structural, mechanical and electrical engineering, plumbing, and ADA services.

(a) PHASE 1 - SCHEMATIC DESIGN DOCUMENTS

- 1) The Architect shall provide Schematic Design Documents based on the mutually agreed upon program, schedule, and budget for the Cost of the Work.
- 2) The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components.
- 3) The Schematic Design Documents shall include a conceptual site plan, and preliminary building plans, sections and elevations.
- 4) Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

(b) PHASE - 2 DESIGN DEVELOPMENT DOCUMENTS

- 1) The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work.
- 2) The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts.
- 3) The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.
- 4) The Architect shall incorporate into the documents any corrections and amendments as the County requests, unless the Architect objects in writing.
- 5) The Architect will be responsible for any damages incurred by the County that are caused by Architect's failure to incorporate requested corrections and amendments to the documents.

(c) PHASE - 3- CONSTRUCTION DOCUMENTS

- 1) The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work.

- 2) The Construction Documents shall set forth in detail the requirements for construction of the Project.
- 3) The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
- 4) During the development of the Construction Documents, the Architect shall assist the County in the development and preparation of Bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the County and the Contractor.
- 5) The Architect shall provide for the County the Conditions of the Contract for Construction (General, Supplementary and other Conditions).
- 6) Architect will conform his Construction Documents to the requirements as provided in any contracts provided for use by the County of Del Rio so long as these requirements are not in conflict with any State or Federal contract document requirements.
- 7) The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications to include bidding requirements and sample forms.

Section 2.06 PHASE -4 -ARCHITECT'S BIDDING SERVICES

- (a)** The Architect shall assist the County in obtaining either competitive bids or negotiated proposals and shall assist the County in awarding and preparing contracts for construction.
- (b)** The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying amendments, corrections or approved substitutions to all prospective bidders.
- (c)** If requested by the County the Architect shall attend a pre-bid conference for prospective bidders.
- (d)** The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
- (e)** The Architect shall assist the County in bid validation or proposal evaluation and determination of the successful bid or proposal, if any.
- (f)** If requested by the County, the Architect shall attend and participate in selection interviews with prospective contractors.

(g) If requested by the County the Architect shall assist the County during negotiations with prospective contractors.

Section 2.07 PHASE - 5 ARCHITECT'S CONSTRUCTION ADMINISTRATION SERVICES, AND RESIDENT PROJECT REPRESENTATION

(a) The Architect shall provide administration of the Contract between the County and the Contractor as set forth below.

(b) The Architect's responsibility to provide the Contract Administration Services under this Agreement continues throughout the term of this Contract, and terminates at the issuance to the County of the final Certificate for Payment on the last portion of Work started under this agreement.

(c) The Architect shall have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written amendment.

(d) The Architect shall review requests by the Contractor for additional information about the Contract Documents.

(e) If deemed appropriate by the Architect or by the County's Designated Representative, the Architect shall on the County's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

(f) The Architect, as a representative of the County, shall visit the site at a minimum of once per month or as agreed by each approved project agreement.

(g) In addition to the above general purposes, site visits shall be conducted for the following reasons or as agreed by each approved project agreement:

- 1) Certification of progress payments;
- 2) Start-up or mock-up reviews for significant work activities; and
- 3) Formal inspections of the work
- 4) The Architect and its Architects shall provide written reports of all site visits to the County and the Contractor.

(h) The Architect shall not have control or charge of the Work and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for failure of any of them to carry out the Work in accordance with the construction contract documents. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

(i) The Architect shall at all times have access to the Work wherever it is in preparation or progress.

(j) The Architect shall have the responsibility and authority to reject Work on The County's behalf, which does not conform to the construction contract documents. Whenever, in the Architect's opinion, it is necessary or advisable for the proper implementation of the intent of the construction contract documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the construction contract document, whether or not such Work then be fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work. The Architect shall monitor and review the Work and results of all testing laboratories as required by the County.

(k) The Architect shall prepare Change Orders for The County's approval and execution in accordance with the construction contract documents, but shall not issue change orders not previously approved in writing by The County and no course of conduct on the part of Architect or County shall act to amend, waive or alter this provision.

(l) The Architect shall be available and shall consult with the County and the Contractor on the occasion of any and all circumstances arising during the course of construction, which would make such consultation in the County's best interests.

(m) The Architect shall at all times have access to the Work wherever it is in preparation or progress.

(n) The Architect shall attend all meetings scheduled by the County or the Architect and shall within 3 days provide summary notes to all parties or as agreed by each approved project agreement.

(o) The Architect shall attend Contractor's regularly scheduled progress meetings at a minimum of twice per month or as agreed by each approved project agreement.

(p) The Architect shall reject Work that does not conform to the Contract Documents, if the Architect becomes aware of such non-conforming work.

(q) Whenever the Architect or the County's Designated Representative considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

(r) Resident Project Representation Services will be provided as shown in Attachment "C" to this agreement, and will be compensated for in accordance with Attachment "B" to this agreement.

Section 2.08 (PHASE 6) CLOSE OUT SERVICES

(a) This phase consists primarily of administrative and technical services relative to completion of the construction and acceptance of the project and related improvements. Close out services will be defined by the requirements in the specific project construction documents and will be accomplished in accordance with the requirements of the applicable authority (County, state, federal) which may have jurisdiction.

(b) The Architect shall prepare and provide to the County two (2) paper copies and two (2) digital copies of Record Drawings (As Built) based on the edits and the markups maintained by the Contractor throughout the construction of the project.

Section 2.09

**ARCHITECT'S RESPONSIBILITIES FOR CERTIFICATION
OF PAYMENTS TO CONTRACTOR**

- (a) The Architect shall review and certify the amounts due the Architect and shall issue Certificates for Payment in such amounts.
- (b) In association with each observation, the Architect and its Architects shall prepare a list of items which the Architect and its Architects have observed as deficiencies in the Work, requiring remedial work or replacement.
- (c) The Architect or its Architects shall assemble and distribute the official punch list to all affected parties, including the County. The Architect or its Architects shall thereafter review the corrected and/or replaced work and assist in verification of correction of all items.
- (d) The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- (e) The Architect shall maintain a record of the Contractor's Applications for Payment.
- (f) The Architect shall review, for conformance with the Contract Documents, Contractor's submission of guarantees and warranties.
- (g) The Architect shall be available after final payment as agreed by each approved project agreement to advise the County regarding Warranty items and to inspect Warranty work during the Warranty period.
- (h) The Architect shall participate in the as agreed by each approved project agreement Project's one year Warranty Review.
- (i) The Architect shall receive and review Contractor's submission of record drawings, operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by the Contractor.
- (j) The Architect shall require the necessary revisions to the above items.
- (k) The Architect shall certify final payment to the Contractor when the requirements of the Contract between the County and the Contractor have been met.

Article III. INSTRUMENTS OF SERVICE

Section 3.01 OWNERSHIP AND LICENSURE

- (a)** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's Architects are Instruments of Service for use solely with respect to this Project.
- (b)** The Architect and the Architect's Architects shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
- (c)** Upon completion or termination of this Agreement, any outstanding documents prepared by the Architect or furnished to the Architect by the County shall be promptly delivered to the County.
- (d)** All drawings, charts, calculations, plans, specifications and other data prepared under or pursuant to this Agreement shall be made available, upon request, to the County without restriction or limitation on the further use of such materials. Provided, however, that such materials are not intended or represented to be suitable for reuse by the County or others. Any reuse without prior verification or adaptation by the Architect for the specific purpose intended will be at the County's sole risk and without liability to the Architect.
- (e)** Where applicable, Architect shall retain all pre-existing proprietary rights in the materials provided to the County but shall grant to the County a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Architect may, at Architect's expense, have copies made of the documents or any other data furnished to the County under or pursuant to this Agreement.

Section 3.02 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials.

- (a)** The Architect shall be given reasonable access to the Project to make such representations.
- (b)** However, the Architect's materials shall not include the County's confidential or proprietary information if the County has previously advised the Architect in writing of the specific information considered by the County to be confidential or proprietary.
- (c)** The County shall provide professional credit for the Architect in the County's promotional materials for the Project.

Article IV. ADDITIONAL OR CHANGE IN SERVICES

Section 4.01 Additional or Change in Services of the Architect, including services required of the Architect's may be accomplished after execution of this Agreement without invalidating the Agreement only if mutually agreed in writing and approved by the County Commissioners.

Section 4.02 Except for a change due to the fault of the Architect, Change in Services of the Architect may entitle the Architect to an adjustment in compensation and/or Reimbursement Expenses, however any such adjustments must also be in the mutually agreed writing required for the Change in Service and approved by the County Commissioners.

(a) The Architect shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work at no additional cost to the County Commissioners.

Section 4.03 If any of the following circumstances affect the Architect's services for the Project, the Architect may be entitled to an appropriate adjustment in the Architect's schedule and compensation, with written agreement approved by the County Commissioners.

(a) Change in the instructions or approvals given by the County that necessitate revisions in Instrument of Service;

(b) Enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instrument of Service;

(c) Significant change in the Project, including but not limited to size, quality, complexity, the County's schedule or budget, or procurement method;

(d) Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;

(e) Compensation for additional or Change in Services shall be in accordance with Article VI, Section 6.05 – compensation, of this agreement. Re-inbursement for expenses incurred in performance of Additional or Change in Services shall be at cost plus 10% override.

Article V. CLAIMS AND DISPUTES

Section 5.01 FORCE MAJEURE

(a) If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party and were not foreseeable, the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay.

(b) The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this section.

Section 5.02 SEVERABILITY

(a) If any term or provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to the Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 5.03 VENUE

(a) This Agreement and all the transactions contemplated herein shall be governed by and construed in accordance with the laws of Val Verde County, Texas.

(b) The provisions and obligations of this Agreement are performable in Val Verde County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Val Verde County, Texas.

Section 5.04 INDEMNIFICATION

(a) The Architect agrees to indemnify and hold the County of Val Verde and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual, and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorneys' fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from, any negligent act, error or omissions relating to the services or goods performed or provided by the Architect and for which the Architect had responsibility for and control of.

(b) The above provision hereby expressly includes those issues enumerated above that arise through strict liability or under the Constitutions of the United States of America and/or Texas, but only to the extent allowable under Section 271.904 of the Texas Local Government Code as applicable.

Section 5.05 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or Architect.

Section 5.06 ASSIGNMENT

(a) The County and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

(b) Neither the County nor the Architect shall assign this Agreement without the written consent of the other, except that the County may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the County's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

Section 5.07 TERMINATION OR SUSPENSION

(a) If the Project is suspended by the County for more than Sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension.

(b) This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

(c) This Agreement may be terminated by the County upon not less than seven (7) days written notice to the Architect for the County's convenience and without cause.

(d) In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses incurred prior to the notice of termination.

(e) In no event shall Architect be entitled to compensation for the Architect's anticipated profit on the value of the services not performed by the Architect.

Article VI. PAYMENTS TO ARCHITECT

Section 6.01 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services.

(a) No deduction shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is responsible.

(b) Under no circumstances shall the County be obligated to make any payment (whether a progress payment or final payment) to Architect if any one or more of the following conditions precedent exist:

- 1) Architect is in breach or default under this Agreement;
- 2) Any portion of a payment is for services that were not performed in accordance with this Agreement provided, however, payment shall be made for those services which were performed in accordance with this Agreement;
- 3) Architect has failed to make payments promptly to Architects or other third parties used in connection with services for which the County has made payment to Architect;
- 4) Architect has failed to achieve a level of performance necessary to maintain the project schedule.

Section 6.02 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and Architects directly related to the Project, and identified below or as agreed by each approved project agreement.

(a) Mileage at the then current Texas Comptroller rate;

(b) Expense of overtime work requiring higher than regular rates, but only if approved in advance and in writing by the County's designated representative;

(c) Renderings, models and mock-ups requested by the County, with such expense approved in advance and in writing by the County's designated representative;

Section 6.03 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates shall be available to the County or the County's authorized representative at mutually convenient times.

Section 6.04 Payments are due and payable Thirty (30) days from the receipt of the Architect's invoice by the County.

(a) Undisputed amounts owed which remain unpaid Sixty (60) days after the date of receipt of the invoice shall bear interest at the rate as prescribed by Texas law.

Section 6.05 **COMPENSATION**

(a) For the Architect's Services as enumerated herein, compensation shall be;

(b) The below-listed cost shall include all salary costs, overhead and profit. Architect shall prepare an estimate of fees and receive the County's written approval prior to initiating the work.

Principal	\$175.00/hour
Architect	\$135.00/hour
Structural Engineer	\$140.00/hour
Mechanical Engineer	\$125.00/hour
Civil Engineer	\$125.00/hour
Technician	\$ 70.00/hour
Clerical	\$ 50.00/hour

(c) Hourly rates shown in Section 7.05 shall be valid for a period of one year, unless otherwise agreed upon by Architect and the County. Hourly rates for project service requirements beyond one year may be renegotiated

(d) Payment for services shall be in accordance with Attachments "A"& "B" to this agreement, fee analysis for Architectural Design, Bidding Construction Administration and Close Out, and Resident Project Representation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the
8 day of August, 2016.

Attest:
(County Secretary)

Luzmaria Ramon



The County of Val Verde

Charles Willis & Associates, Inc.

By: *Efrain Valdez*

By: *[Signature]*

Name: Efrain Valdez

Name: Charles A. Willis

Title: County Judge

Title: President

Date: 8/9/16

Date: 08-02-2016

ATTACHMENT "A" TO WEST GATE DCC PROFESSIONAL SERVICES AGREEMENT ARCHITECTURAL DESIGN
VAL VERDE COUNTY AND CWAINC
FEE ANALYSIS FOR
LAUGHLIN AIR FORCE BASE, DEL RIO, TX
8/2/2016

BASIC ARCHITECTURAL DESIGN SERVICES		PHASE 1		PHASE 2		PHASE 3		TOTAL	
		SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION/ CONTRACT DOCUMENTS			
MANPOWER CLASSIFICATION	HOURLY RATE	MH	AMT	MH	AMT	MH	AMT	MH	AMT
Principal	\$175.00	44	\$7,700	44	\$7,700	40	\$7,000	128	\$22,400
Architect Planner	\$135.00	48	\$6,480	56	\$7,560	144	\$19,440	248	\$33,480
Structual Engineer	\$125.00	52	\$6,500	42	\$5,250	38	\$4,750	132	\$16,500
Mechanical Engineer	\$125.00	50	\$6,250	68	\$8,500	72	\$9,000	190	\$23,750
Civil Engineer (by others)	\$0.00	0	\$0	0	\$0	0	\$0	0	\$0
Technician	\$80.00	40	\$3,200	40	\$3,200	76	\$6,080	156	\$12,480
Clerical	\$50.00	40	\$2,000	40	\$2,000	60	\$3,000	140	\$7,000
Sub-Total		274	\$32,130	290	\$34,210	430	\$49,270	994	\$115,610
Reproduction (reimbursable)			\$300		\$300		\$300		\$900
Travel/per trip (per person)	\$860.00	6	\$5,160	4	\$3,440	4	\$3,440		\$12,048
Sub-Total			\$37,590		\$37,950		\$53,010		\$128,558
TECHNICAL SERVICES		PHASE 1		PHASE 2		PHASE 3		TOTAL	
Landscape Design			\$1,670		\$1,430		\$1,665		\$4,765
Surveying (by others)									\$0
LEED Consultant	\$100.00	44	\$4,400	30	\$3,000	25	\$2,500	99	\$9,900
Design Testing (by others)									\$0
Cost Estimators			\$2,640		\$2,375		\$1,980		\$6,995
TOTAL PROJECT FEES AND SERVICES COST			\$46,300		\$44,755		\$59,155		\$150,218

- 35% plans/docs for October 15 application will require all of Schematic Design fees plus about \$4,000.00 of Design Development, for a total of \$50,300.00.
- \$116,610.00 total fee is 6.42% of \$1,800,00.00 anticipated building cost.
- Civil engineering for site work, utilities, etc. are under a separate consulting services agreement.

ATTACHMENT 'B' TO WEST GATE DCC PROFESSIONAL SERVICES AGREEMENT

CWA INC

FEE ANALYSIS FOR BIDDING, CONSTRUCTION ADMINISTRATION AND CLOSE OUT - ARCHITECTURAL AND RESIDENT PROJECT REPRESENTATIVE (RPR)

LAUGHLIN AFB

8/2/2016

MANPOWER CLASSIFICATION	HOURLY RATE	PHASE 4.0		PHASE 5.0		PHASE 6.0		TOTAL	
		Bidding, Bid Tabs		Construction Phase - Administration of Construction Project Resident Project		Project Close Out (Including Record Drawings)			
		MH	AMT	MH	AMT	MH	AMT	MH	AMT
Principal	\$175.00	6	\$1,050.00	40	\$7,000.00	20	\$3,500.00	66	\$11,550.00
Senior Architect	\$110.00	2	\$220.00	60	\$6,600.00	36	\$3,960.00	98	\$10,780.00
Architect	\$110.00	10	\$1,100.00	60	\$6,600.00	30	\$3,300.00	100	\$11,000.00
Structural Engineer (Subcontractor)	\$110.00	4	\$440.00	24	\$2,640.00	12	\$1,320.00	40	\$4,400.00
MEP Engineer (Subcontractor)	\$110.00	10	\$1,100.00	40	\$4,400.00	30	\$3,300.00	80	\$8,800.00
Technician	\$75.00	0	\$0.00	32	\$2,400.00	72	\$5,400.00	104	\$7,800.00
Clerical	\$50.00	10	\$500.00	44	\$2,200.00	44	\$2,200.00	98	\$4,900.00
Sub-Total		42	\$4,410.00	300	\$31,840.00	244	\$22,980.00	586	\$59,230.00
Reproduction & Misc. Expenses (Reimbursable)			\$0.00		\$1,200.00		\$2,000.00		\$3,200.00
Travel/per trip	\$860.00	1	\$860.00	13	\$11,180.00	3	\$2,580.00	17	\$14,620.00
LEED Consultant	LS				\$4,600.00				\$4,600.00
MEP additional service - provide					\$6,000.00				\$6,000.00
ASHRE 55 calculations for LEED									
TOTAL ARCHITECTURAL COST			\$5,270.00		\$54,820.00		\$27,560.00		\$87,650.00
RESIDENT PROJECT REPRESENTATIVE (RPR)	\$65.00	0		2080	\$135,200.00	40	\$2,600.00	2120	\$137,800.00
OFFICE EQUIPMENT	\$1,300.00	0							\$1,300.00
TOTAL RPR COST									\$139,100.00
TOTAL ARCHITECTURAL AND RPR COST									\$226,750.00

ATTACHMENT "C" TO WEST GATE DCC PROFESSIONAL SERVICES AGREEMENT

SECTION ONE

RESIDENT PROJECT REPRESENTATIVE

SCOPE OF WORK

ON-SITE GUIDELINES

These guidelines have been prepared specifically for the guidance of the Resident Project Representative Laughlin AFB, West Gate DCC Project. These guidelines are intended to be general in nature but do address some specific issues and interests that are directly applicable to the project. The guidelines should not be interpreted to be a set of rigid, highly structured or all encompassing requirements for the Resident Project Representative's responsibilities and role in the project. The day-to-day project activity will require that the Resident Project Representative draw heavily on his own professional capabilities and previous experience, and the guidelines are intended only to generally define the Resident Project Representative's relationship with the County, the Architect, 47 CES, as appropriate, and the general contractor for the project.

1. Generally, it is anticipated that the Resident Project Representative will perform at least the following duties:
 - Perform daily resident inspection and project observations.
 - Maintain daily inspection log books, to include weather and rainfall observations at the job site.
 - Write weekly inspection reports.
 - Attend all required meetings, including the bi-weekly construction progress meetings.
 - Coordinate and inspect all materials and soils testing.
 - Coordinate and review all test reports submitted by the testing laboratory.
 - Review and coordinate shop drawings, samples and submittals, and maintain a record of such submittals.
 - Maintain records and trip tickets on all materials.
 - Monitor/coordinate communications of General Contractor to County and 47 CES such as utility interruptions, etc.
 - Review periodic contractor payment requests.
 - Accompany all surveying proofs of contractor-established staking.

- Coordinate all construction activities with Charles Willis & Associates, Inc.
- Advise Charles Willis & Associates, Inc., of all issues which may have bearing on the progress of the project, or any other action which could have a detrimental effect on the work in progress.
- Perform additional work as required by Charles Willis & Associates, Inc.

Notwithstanding the foregoing scope of work, these guidelines also incorporate the contents of "Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" shown in Exhibit A.

These guidelines are subject to continuous revision; any suggestions to improve their usefulness will be greatly appreciated.

☐ New
☒ Update

CLEARFORM

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

☐ Federal ☒ State ☐ Tribal Federal Agencies only: (Parent Affiliates i.e. DOJ) _____

2YTXXX DODAAC (Update Only): mx3

AGENCY: Val Verde County Sheriff's Office
PHYSICAL ADDRESS (No P.O. Box): 295 FM 2523 & Old Hamilton Ln.
CITY: Del Rio STATE: TX ZIP: 78840

AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 42 PART-TIME: 8

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

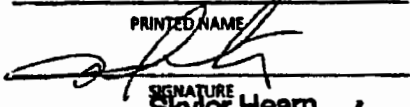
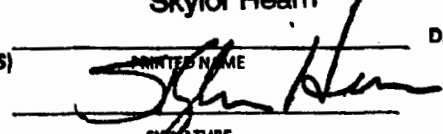
*MAIN POC: Is the Primary POC for requests and property pickup

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Sunderland, James	jasunderland@valverdesheriff.com	830-774-7513
SCREENER/POC #2	Lowe, Ryan	rlowe@valverdesheriff.com	830-719-0900
SCREENER/POC #3	Gulledge, Michael	mgulledge@valverdesheriff.com	830-774-7513
SCREENER/POC #4			
WEAPON/POC	Sunderland, James	jasunderland@valverdesheriff.com	830-774-7513
AIRCRAFT/POC	Sunderland, James	jasunderland@valverdesheriff.com	830-774-7513
VEHICLE/POC	Sunderland, James	jasunderland@valverdesheriff.com	830-774-7513

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL:/
HEAD OF LOCAL AGENCY Sheriff Joe Frank Martinez DATE: 7/28/16
PRINTED NAME

SIGNATURE
Skylor Hearn
STATE COORDINATOR/SPOC:
(NOT REQUIRED FOR FEDERAL AGENCIES) DATE: 8.9.2016
PRINTED NAME

SIGNATURE

LESO Team Lead Approval

AP Version: 1/28/16

STATE PLAN OF OPERATIONS
BETWEEN THE STATE OF
TEXAS
AND THE
Val Verde County Sheriff's Office

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (LEA name) Val Verde County Sheriff's Office, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Avala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (LEA name) Val Verde County Sheriff's Office.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (LEA name) Val Verde County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus

- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (LEA name) Val Verde County Sheriff's Office must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
- 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.
- 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.
- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.

- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following:
DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during Internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

- 1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Sheriff Joe Frank Martinez
Type / Print Chief Law Enforcement Official Name


Chief Law Enforcement Official Signature

07/28/16
Date (MM/DD/YYYY)

County Judge Efrain Valdez
Type/Print Civilian Governing Body Authorized Official


CGB Authorized Official Signature

8/8/16
Date (MM/DD/YYYY)

Skylor Hearn
Type / Print State Coordinator Name


State Coordinator Signature

8.09.2016
Date (MM/DD/YYYY)

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INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Terrell County, Texas (hereinafter "County") effective August 8, 2016.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex.Rev.Div.Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1

DETENTION SERVICES

- 1.01 **HOUSING AND CARE OF INMATES:** Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.
- 1.02 **MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

- 1.03 **MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.
- 1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .575 per mile.

Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of \$18.75 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice Institutional Division.

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

ARTICLE II

FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is Fifty-six dollars (\$56.00) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:
The GEO Group, Inc.
C/O Bank of America
ABA Routing #0260-0959-3
Account #3751223010

OR make check payable to:
The GEO Group, Inc.
P.O. Box 281560
Atlanta, GA 30384-1560

Or make remittance by ACH to:
The GEO Group, Inc
C/O Bank of America
ABA #111-000-012
Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERM OF AGREEMENT

- 3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of six (6) months from the effective date of this agreement by both parties.
- 3.02 **RENEWALS:** This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

3.03 **TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCE:** Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

ARTICLE V
MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT:** This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Val Verde County Correctional Facility
 253 FM 2523 Hamilton Lane
 Del Rio, Texas 78840

To County: **County NAME and ADDRESS**

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE:** The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas; and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

5.06 **APPROVALS:** This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE:** The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

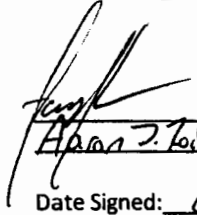
5.08 **DEFENSE/IMMUNITY:** By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

Val Verde COUNTY, TEXAS

By: _____
(As Authorized and approved by
_____ County Commissioners Court
Dated: _____)

Date Signed: _____



Aaron J. Lodge County Treasure
Date Signed: 8-8-2016

_____, County Sheriff

Date Signed: _____

ATTEST:
This ____ day of _____, 2016

_____, County Clerk

VAL VERDE COUNTY, TEXAS

By: Efram V. Valdez
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated: 8/8/16)

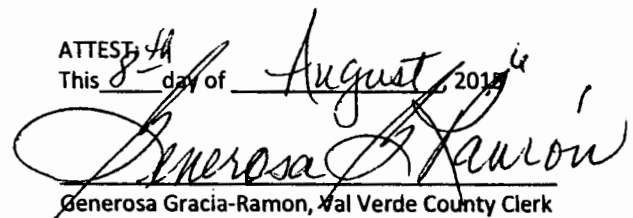
Date Signed: 8/8/16

Frank Lowe, Val Verde County Auditor

Date Signed: _____

Joe Frank Martinez, Val Verde County Sheriff

Date Signed: _____

ATTEST, SA
This 8th day of August, 2016


Generosa Gracia-Ramon, Val Verde County Clerk

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Val Verde County, Texas (hereinafter "Contractor") and Zavala County, Texas (hereinafter "County") effective August 8, 2016.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Correctional Facility, and

WHEREAS, Contractor currently has the available capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (Formerly Article 4413(32c), Tex.Rev.Div.Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's Correctional Facility.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1**DETENTION SERVICES**

- 1.01 **HOUSING AND CARE OF INMATES:** Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides inmates confined in its own Correctional Facility subject to the terms and conditions of this Agreement.
- 1.02 **MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drug and treatments or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) calendar days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile by mail or by other reliable courier.

- 1.03 **MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to such inmate.
- 1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The County agrees to assume responsibility for the transportation of its inmates to and from the Contractor's facility; to include rate of .575 per mile.

Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for said guard services at the rate of \$18.75 per hour per officer (minimum of two officers), which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice Institutional Division.

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special, educational, vocational or other programs. The parties may agree by a written amendment to the agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Val Verde Correctional Facility in Del Rio, Texas, which is operated by The GEO Group Inc.

ARTICLE II

FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is Fifty-six dollars (\$56.00) per man-day. This rate covers one inmate per day. Any portion of any date shall count as man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.
- 2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the Officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoices. Payment shall be in the name of Val Verde County Correctional Facility and shall be remitted to:

By wire to:
The GEO Group, Inc.
C/O Bank of America
ABA Routing #0260-0959-3
Account #3751223010

OR make check payable to:
The GEO Group, Inc.
P.O. Box 281560
Atlanta, GA 30384-1560

Or make remittance by ACH to:
The GEO Group, Inc
C/O Bank of America
ABA #111-000-012
Account #3751223010

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERM OF AGREEMENT

- 3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of six (6) months from the effective date of this agreement by both parties.
- 3.02 **RENEWALS:** This agreement may be renewed by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for the detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the Commissioners' Courts of the respective parties.

3.03 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the Officer specified herein by the other to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities, which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner/s from the facility.

4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the County's Correctional Facility and pursuant to the custody assessment system in place at the Contractor's facility.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 INMATE SENTENCE: Contractor shall not be in charge or responsible for computation or processing of inmate's time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. And such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only, when the Sheriff of the County specifically requests such release in writing. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice Institutional Division.

ARTICLE V
MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT**: This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

5.02 **NOTICE**: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Val Verde County Correctional Facility
 253 FM 2523 Hamilton Lane
 Del Rio, Texas 78840

To County: **County NAME and ADDRESS**

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS**: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by Commissioners Courts of the respective parties hereto.

5.05 **CHOICE OF LAW AND VENUE**: The Law, which shall govern this agreement, is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Del Rio, Val Verde, Texas; and venue of any dispute or matter arising under this agreement shall lie in a *District Court* of Del Rio, Texas.

5.06 **APPROVALS**: This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation.

5.07 **FUNDING SOURCE**: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Treasurer below certifies that there is sufficient fund from current revenues available to the County to meet its obligations under this agreement.

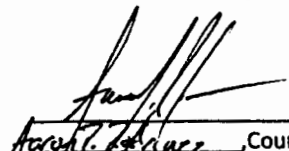
5.08 **DEFENSE/IMMUNITY**: By entering into the Agreement, neither the COUNTY nor CONTRACTOR waives any defenses that may be extended to it by operation of law including claims of immunity or limits on the amount of damages.

In Witness whereof, the authorized person affix their respective signatures as authorized by official action of each County effective the date set forth above.

Val Verde COUNTY, TEXAS

By: _____
(As Authorized and approved by
_____ County Commissioners Court
Dated: _____)

Date Signed: _____


_____, County Treasure
Date Signed: 8-8-16

_____, County Sheriff

Date Signed: _____

ATTEST:
This ____ day of _____, 2016

_____, County Clerk

VAL VERDE COUNTY, TEXAS

By: Efrain V. Valdez
Val Verde County Judge
(As authorized and approved by Val Verde
County Commissioners Court
Dated: Efrain Valdez)

Date Signed: 8/8/16

Frank Lowe, Val Verde County Auditor

Date Signed: _____

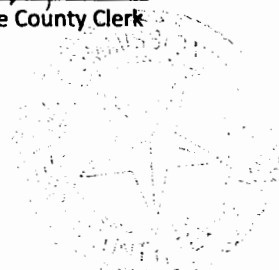
Joe Frank Martinez, Val Verde County Sheriff

Date Signed: _____

ATTEST: 8th
This ____ day of August, 2016



Generosa Gracia-Ramon, Val Verde County Clerk



STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Val Verde County Sheriff's Office (hereinafter "VVCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Eagle Pass, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The Eagle Pass HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Eagle Pass, Texas, area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the Eagle Pass HIDTA Task Force, the VVCSO agrees to detail one (1) experienced officer(s) to the HIDTA Task for a period of not less than two years. During this period of assignment, the assigned officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The VVCSO officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The VVCSO officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the HIDTA Task Force, DEA will assign 11 Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and VVCSO officer(s) to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.
6. During the period of assignment to the HIDTA Task Force, the VVCSO will remain responsible for establishing the salaries and benefits, including overtime, of the VVCSO officer(s) assigned to the Task Force and for making all payments due them. HIDTA will,

subject to availability of funds, reimburse the VVCSO for overtime payments made by it to the VVCSO officer(s) assigned to the Eagle Pass Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently \$17,753.00, per officer. *Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."*

7. In no event will the VVCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The VVCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The VVCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The VVCSO shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.

10. The VVCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The VVCSO agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The VVCSO acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

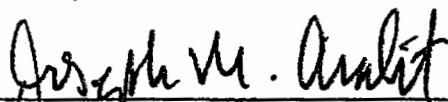
12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the VVCSO shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The VVCSO understands and agrees that no HIDTA funding will be provided to the VVCSO officer(s) for the purchase of vehicles. If the VVCSO provides the Task Force Officer(s) with a vehicle, the DEA will pay for fuel. The investigation and management of any accidents involving the vehicle operated by VVCSO personnel shall comply with and adhere to the policies and procedures of the VVCSO pertaining to such accidents to the extent that they do not conflict with DEA and Federal government rules, regulations, policies and procedures.

14. While on duty and acting on Task Force business, the VVCSO officer(s) assigned to the HIDTA Task Force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The VVCSO acknowledges that the United States is liable for the actions of task force officers, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by VVCSO during the term of this agreement.


For the Drug Enforcement Administration:



Joseph M. Arabit
Special Agent in Charge

Date: 8/12/16

For the Val Verde County Sheriff's Office:



Joe Frank Martinez
Sheriff

Date: 8/8/16

STATE OF TEXAS
COUNTY OF VAL VERDE

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ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Texas Forest Service has determined that drought conditions exist within Val Verde County; and

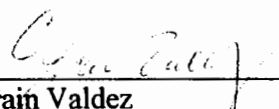
IT IS HEREBY ORDERED by the Commissioners Court of Val Verde County that all **outdoor burning is prohibited** in the unincorporated area of the county for **90 days** from the date of **adoption** of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners Court, based on a determination that the circumstances that required the Order no longer exist.

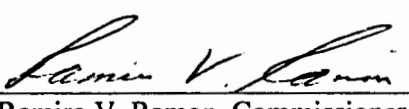
This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) Firefighters training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.


In accordance with Local Government Code §352.081(h), a violation of this **Order** is a **Class C Misdemeanor**, punishable by a fine not to exceed \$500.00.

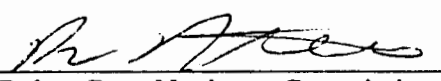
Burning will be allowed only with written permission from Val Verde County Fire Chief or Val Verde County Judge.

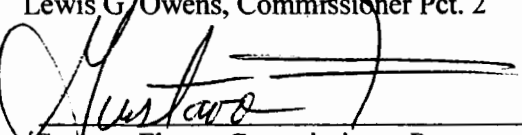
ADOPTED this 8th DAY OF August, 2016.


Efraín Valdez
Val Verde County Judge

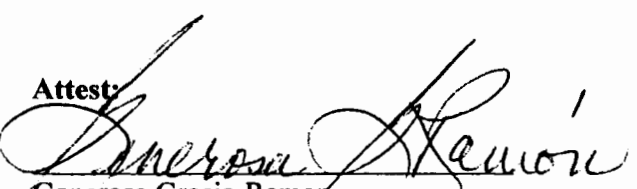

Ramiro V. Ramon, Commissioner Pct. 1


Lewis G. Owens, Commissioner Pct. 2


Robert Beau Nettleton, Commissioner Pct. 3


Gustavo Flores, Commissioner Pct.

Attest:


Generosa Gracia-Ramon
Val Verde County Clerk

Library Automation

Cybrarian

Cybrarian Patron Computer software was previously introduced during the regular July meeting, no action was taken and the commissioners indicated that they were in need of more information.

This \$1269, quote (see attachment) offers a substantial discount over the regular purchase price, and will replace **Vend Print Management** system which no longer offers customer support and has been the topic of many patron complaints for its poor performance. The annual renewal is due in August.

Cybrarian will also replace **Time Limit Manager (TLM)**. This software is extremely outdated. Originally purchased through the Alamo Area Library System in 2008, the Library paid \$ 182.00 for an upgrade in 2012.

Apollo Biblionex to replace The Library Corporation (TLC)

Also discussed during the Regular meeting in July, no action was taken on the Library's request to introduce this automated Texas based system used by 40% of public libraries in Texas and named 2016 product of the year by Modern Library Awards.

The \$2500 base price is guaranteed for three years. The one time migration fee is \$1250. As was mentioned to the court TLC failed to inform us that they had been hacked.

As the attached invoice dated July 29, 2010 indicates, Mr.Kuechmann entered into this agreement with TLC with a 1st year cost of **\$25,000**. Our annual renewal for this service has steadily increased and if we are unable to move forward with Apollo, we will be looking at a TLC renewal for **\$6930** due in September.

Discarded Books

We have revisited this subject with the **Friends of the Library (FOL)**. Given that the new library has a dedicated area for the **FOL Book Sale**, the FOL are looking forward to having an ongoing book sale in the Library. The biggest concern for them in the past has been moving and storing books. With the dedicated area, discarded items can be streamlined to the FOL book sale. I would like to continue to consider other options such as **Better World Books** or **Stuff Raiser** for items which will be variable items removed from circulation.

Distribution:

Commissioner Ramon, Pct. 1
Commissioner Owens, Pct. 2
Commissioner Nettleton, Pct. 3
Commissioner Flores, Pct. 4
Efrain Valdez, County Judge



TexShare Value Report

for

Val Verde County Library

Del Rio, TX

Graciela Monday, County Librarian

Report date: March 2016



About TexShare

TexShare is a consortium of Texas libraries joining together to share print and electronic materials, purchase online resources, and leverage local support and expertise for the benefit of all Texans.

How Many Libraries are Members of the TexShare Consortium?

Public colleges and universities: 37
Independent colleges and universities: 45
Community and Junior Colleges: 59
Medical Libraries: 13
Public Libraries: 534

What Electronic Resources does TexShare Support?

\$114,016.35 What the databases would cost your library if purchased separately (vendor-provided prices, without member discount)

\$961.12 FY2016 Fee

\$113,055.23 TexShare Member Savings

The TexShare Databases program allows libraries to provide authoritative and ad-free electronic articles, books, tutorials, and other resources to their patrons 24/7. The TexShare Databases are licensed for the exclusive use of Texas libraries and their patrons.

TexShare Core FY16: 62 e-resources

- 9 General Information Resources
- 11 Homework and Education
- 5 Business
- 7 Genealogy and History
- 11 Books and Literature
- 6 Health and Medicine
- 7 Science and Technology
- 3 Spanish Language
- 2 Career Development
- 1 Newspapers

The TexShare Databases are funded in part by a grant from the US Institute of Museum and Library Services to the Texas State Library and Archives Commission.

How does TexShare Support Sharing of Books and Physical Resources?

TexShare Cards provide library patrons with the privilege of visiting more than 500 public, academic, and medical libraries throughout the State of Texas to borrow books and other physical materials not available at their home libraries. In FY2015, more than 100,000 TexShare Cards were used to borrow materials from libraries throughout the state.

TexShare Card Program:	YES
Navigator ILL:	NO
Resource Subsidy:	N/A

The TexShare Card program supports traditional inter-library loan. The Texas State Library and Archives Commission's Navigator ILL program for public libraries supplied over 225,000 books, articles, and other items to Texas libraries in FY2015, with additional resource sharing provided through consortial catalog systems and non-Navigator ILL.

To further support Inter-Library Loan, TexShare provides subsidies for 5-day, 3-day, or 2-day a week courier service to participating libraries throughout Texas through the TExpress courier, allowing libraries to reduce their postage and shipping fees.

For more information, contact TexShare at: texshare@tsl.texas.gov or call 800-252-9386
Or visit us online at www.tsl.texas.gov/texshare/index

Val Verde County Library

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#63

End of Fiscal Year 2016

By Implementing the Navigator System to process Inter-Library Loans (ILLs) ahead of the August 2016 deadline we were able to maintain accreditation with the Texas State Library and Archives Commission (TSLAC). One benefit of this accreditation is access to the TexShare Databases (See attached TexShare Value Report). For less than **\$1000** dollars per year we are provided with access to electronic resources valued at over **\$114,000**.

We have implemented Recycling with the City of Del Rio allowing us to recycle plastic, cardboard, paper, and used toner cartridges.

Responsibility for library cards and computer access PINs have been moved from the circulation desk to the reference desk easing the traffic at the circulation desk and making patron assistance more streamlined and efficient.

Library staff removed rotting wooden benches from the library patio and front entrance and brightened the landscape by reconfiguring the plants and fountain area.

Plans for FY2017

At a Special Meeting of the County Commissioner's on Wednesday July 27, the Court announced that Capital Outlay Requests were approved. The Library's requests are as follows:

Val Verde County Library	
FY 2016/2017	
Capital Purchases Items	
Item	Cost
Public Smoking Receptacle	310
Employee Smoking Receptacle	159
Hepa Industrial Vacuum Cleaners(2)	598
Shredder	249
Metal Outdoor Trash Receptacles(2)	1338
Bike Rack-5 loop	430
Rubbermaid Bucket	140
Wet floor sign-cone	56
Janitor Cart	295
Shop Vac	199
Cybrarian Patron Computer Software	1269.05
Total	5043.05

#62

PRICE QUOTE

elliott.richards@Cybrarian.com

Description	Price
First Year	
CYBRARIAN Patron Authentication + Time Control + Security	2,995.00
CYBRARIAN Staff REMOTE PC Control	0.00
CYBRARIAN Director VIEW Usage Reports	0.00
CYBRARIAN Patron Manager GUEST Barcodes	0.00
CYBRARIAN Patron SURVEY	0.00
CYBRARIAN PRINT Cost Recovery	1,295.00
Small Library Discount (71%)	-3,045.90
Processing and Handling	24.95
First Year Total	\$1,269.05
Second Year	
Annual License Subscription	649.95
Second Year Total	\$649.95
Third Year	
Annual License Subscription	649.95
Third Year Total	\$649.95
First Year Total	\$1,269.05

is additional.

#62

VendPrint, Inc.

6001 Creston. Ave. Ste. 26
Des Moines, IA 50321
(800) 224-5242

Invoice

Date	Invoice #
7/13/2016	1332

Bill To
City of Val Verde Accounts Payable 300 Spring Street Del Rio, TX 78840

Ship To
City of Val Verde Richard D'Avy 300 Spring Street Del Rio, TX 78840

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	TT	7/13/2016			
Quantity	Item Code	Description			Price Each	Amount
1	0200	VendPrint Annual License Fee			\$49.00	\$49.00
		VendPrint Annual License Fee				
		August 2016 to August 2017				
Thank you for your business!					Total	\$549.00

July 29, 2016

Graciela Monday
Val Verde County Library
300 Spring St
Del Rio, Texas 78840

Dear Ms. Monday;

Thank you for your interest in our Apollo library services platform. Allow me to review what our relationship would look like.

Apollo is a hosted Internet service so we won't be selling any equipment to you. Payments are handled on an annual subscription basis like a magazine. If you don't want to use Apollo any longer, you just stop paying and we'll refund any unused subscription fee. Also, when you start with Apollo, your price is guaranteed not to increase for 3 years.

We do not require a contract because we are not in the business of binding you to anything other than your annual subscription fees. We don't expect you to commit to future use of Apollo. We don't build in price increases for you to agree to. And for what it's worth, only some 1% of our current customers have executed a contract with us. That's about 6 out of 600.

Every invoice we send has a set of terms. We stand by them. I have included them here:

****Subsequent years:** Each subsequent yearly invoice will be mailed to the director of the library no earlier than the 1st of the month prior to the end of the current subscription period.

****Data Ownership:** Your data that is in Apollo belongs to your library. You can download all of it for free at any time. This might be for your own backup or to change systems. It IS your data.

****Cancellation:** The library may cancel its Apollo subscription at any time by written notice. Biblionix may cancel the subscription with a 120-day written, certified mail notice to the library director. In either case, a prorated refund will be made to the library for any unused subscription term.

****Security:** The library is solely responsible for the creation, security, and management of its passwords. Biblionix maintains practices to otherwise ensure the security and confidentiality of the library's data.

****Privacy:** Each library is the sole owner and user of its total data set. Biblionix manages the data solely for the library's own use and makes no other use of it without the library's explicit request/approval. Biblionix may gather and report aggregate statistics across many libraries.

Plus, you don't pay anything until you have actually migrated and are happy. So the free trial with all of your data is truly free. Before you commit to anything, you get to see how Apollo works with your own item and patron data on your equipment and on your network.

I hope that has shed some light on the way we do business in this Internet age. Let me know what else we can do.

Sincerely,

Clark Charbonnet, CEO

401 Congress Ave. Suite 1540
Austin, Texas 78701

877-800-5625
www.biblionix.com

Biblionix

Quote

To: Graciela Monday
Val Verde County Library
300 Spring Street
Del Rio, TX 78840

Biblionix is pleased to provide this quotation for a subscription to its Apollo Automation Service for the Val Verde Public Library in Del Rio, Texas. This is based on the approximate holdings of 60,985 items and approximate annual circulation of 52,873. We offer your library the following:

Annual Items:	Description	Price
Apollo Automation	Hosted Service: Includes server capabilities and storage for all automation data, backups, upgrades, on-line training, customer service, and all current features except "Content Café2®", Auto-Calling, Branch mode and Acquisitions. As an Apollo customer your base price would be guaranteed for 3 years. (annual subscription)	\$2,500.00
One Time Item:		
Migration Fee	Fee to receive and import your data into Apollo from TLC. Included as well is data analysis, MARC format error correction, and one-on-one help for policy and options settings.	\$1,250.00
Optional Items:		Price
Libbie	Gives patron ability to text in to the library. (annual subscription)	\$125.00
Content Café 2	Catalog enhancement on most titles from Baker & Taylor. Some mix of full-color jacket images, summaries, tables of contents, annotations, excerpts, bios, flap text. (annual subscription)	\$300.00
	---- OR ----	
Content Café 2 Plus	All catalog enhancements in Content Café 2, plus professional reviews. (annual subscription)	\$500.00
Acquisitions Module	Track orders and budgets in real time, regardless of the vendor's EDI support. (annual subscription)	\$1,500.00
Auto-Calling	No hardware or phone lines required. Setup for reserve calling. (one time) Setup for overdue calling. (one time) Outgoing Auto-Calls for overdue and reserve, per call. (post-billed) Incoming Auto-Calls for renewal and status. (annual subscription) Incoming Auto-Calls, per minute. (post billed)	\$250.00 \$100.00 \$0.10 \$100.00 \$0.10

Terms:

- Data Ownership: Your data that is in Apollo belongs to your library. You can download all of it for free at any time. This might be for your own backup or to change systems. It IS your data.
- The total of the migration/setup fees, subscription fee, and option fees (if applicable), is billable at the time you begin using Apollo. Your test and trial time is free.
- Payment terms are 30 days.
- This quotation is valid for 90 days.
- Cancellation: The library may cancel its subscription at any time by written notice. Biblionix may cancel the subscription with a 120-day written, certified mail notice to the library director. In either case, for the Apollo subscription (not for the options), a prorated refund will be made for any unused subscription term.
- Security: The library is solely responsible for the creation, security, and management of its passwords. Biblionix maintains practices to otherwise ensure the security and confidentiality of the library's data.
- Privacy: Each library is the sole owner and user of its total data set. Biblionix manages the data solely for library's own use and makes no other use of it. Biblionix may gather and report aggregate statistics across many libraries.

Thank you for your consideration of Biblionix and Apollo.

Sincerely,

Cameron Charbonnet
Vice President, Sales Biblionix, LLC

401 Congress Ave. Suite 1540
Austin, Texas 78701

1 of 1

#63



July 29, 2010

Mr. Chris Kuechmann
Val Verde County Library
300 Spring Street
Del Rio, TX 78840-5199

Dear Mr. Kuechmann:

Thank you for your Library•Solution® order. In order to satisfy your expectations, please take a moment to review the following confirmation of your order:

	1st Year	2nd Year
	Costs	Costs*
Software:		
Library•Solution Software Licensing	\$ 9,000.00	\$ 2,310.00
Annual support for 7 user licenses	Just Paid	\$ 2,205.00
LS2 PAC	Included	Included
Library•Z (Z39.50 server)	Included	Included
Oracle Database Licensing	Included	Included
Reports Manager (one user license per site)	Included	Included
Subscription to Enhanced Content	\$ 1,026.00	\$ 1,026.00
Hardware:		
Combo Data/Web server (with three years of onsite support)	\$ 7,509.00	Included
Services:		
Project Implementation Fee*	\$ 5,326.00	
AuthorityWorks: Authority Control Processing and Automatic Updates	Included	Included
Installation	\$ 2,400.00	
Total 1st Year Costs	\$ 25,261.00	
Total 2nd Year Costs		\$ 5,541.00

*Annual support after year 2 will not increase more than 5% per year.

Payment Terms:

Invoice Due on Receipt
Net Installation \$10,826.00
Balance Due October 4th, 2010 \$ 8,120.00

TLC Denver
1355 South Colorado Boulevard, Suite C800 • Denver, CO 80222
Phone: 877.694.1452 or 303.758.3030
FAX: 303.758.0606

TLC Headquarters • The Library Corporation
Research Park • Inwood, WV 25428-9733
Phone: 800.825.7759 or 304.229.0100
FAX: 304.229.0295
www.TLcdelivers.com

TLC International
112 Robinson Road #10-01 • Singapore 068902
Phone: 65.6236.1450 • FAX: 65.6220.9621

THE LIBRARY CORPORATION

P.O.Box 1610
Inwood, WV 25428
800-624-0559 • FAX 304-229-0295

INVOICE

INVOICE # 2016090143
Fed Tax # 52-1043426

DATE OF INVOICE
6/16/2016

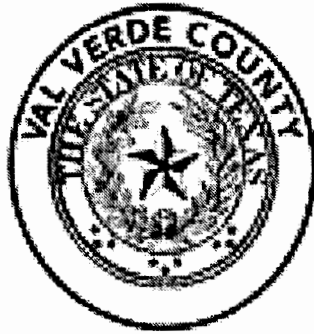
TO: Gabriela Mendez
Val Verde County Library
300 Spring Street
Del Rio, TX 78840-5199

SHIP TO:
Val Verde County Library
300 Spring Street
Del Rio, TX 78840-5199

INVT NO.	DATE SHIPPED	SHIPPED VIA	TERMS	YOUR ORDER NUMBER	
30270			NET	RENEWAL	
QTY	DESCRIPTION			UNIT PRICE	AMOUNT
7	146 L.S. SOFTWARE LICENSE SUPPORT Oct 2016-Sep 2017			\$255.00	\$1,785.00
1	172 SIP COMMUNICATIONS SOFTWARE Oct 2016-Sep 2017			\$500.00	\$500.00
1	147 LIBRARY SOLUTION SOFTWARE SPT Oct 2016-Sep 2017: Software support and enhancements, plus unlimited technical support.			\$2,074.00	\$2,074.00
1	039 ENHANCED CONTENT RENEWAL Oct 2016-Sep 2017			\$1,201.00	\$1,201.00
				TOTAL	\$5,560.00

ORIGINAL

Thank You



TREASURER'S REPORT

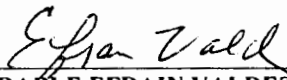
JULY 2016

VOL. 47 PAGE 174

1164

VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on August 8th, 2016 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for JULY 2016, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 8th day of August, 2016.


HONORABLE EFRAIN VALDEZ
COUNTY JUDGE

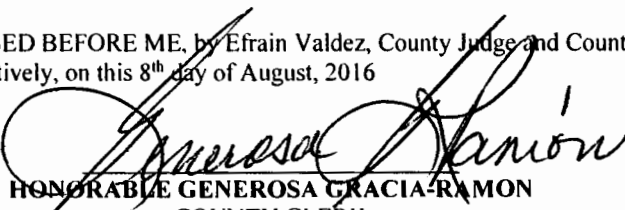

HONORABLE RAMIRO V. RAMON
COUNTY COMMISSIONER, PCT. 1


HONORABLE LEWIS OWENS
COUNTY COMMISSIONER, PCT. 2


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 8th day of August, 2016


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK




8164

AARON D. RODRIGUEZ

COUNTY TREASURER
VAL VERDE COUNTY
901 BEDELL AVE, STE F
DEL RIO, TEXAS 78840
(830) 774-7587

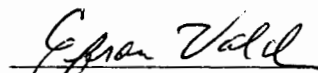
ORDER APPROVING TREASURER'S MONTHLY REPORT

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of AUGUST 2016.



Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 8 day of
August, 2016



Efraim Valdez, County Judge



Val Verde County, TX

Detail Report
Account Summary
Date Range: 07/01/2016 - 07/31/2016

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 1111 - General Fund						
	Cash - Del Rio Bank & Trust Westexan	2,692,096.97	-786,163.30	531,955.21	1,318,118.51	1,905,933.67
	Cash - Texpool	1,114.87	0.31	0.31	0.00	1,115.18
	Cash - General Fund Texpool 2	1,248.80	0.31	0.31	0.00	1,249.11
	Cash - Hot Tax	18,611.96	2,307.26	2,307.26	0.00	20,919.22
	Total Fund: 1111 - General Fund:	2,713,072.60	-783,855.42	534,263.09	1,318,118.51	1,929,217.18
Fund: 1133 - SL 179						
	Cash - SL79	172,132.94	7.29	7.29	0.00	172,140.23
	Total Fund: 1133 - SL 179:	172,132.94	7.29	7.29	0.00	172,140.23
Fund: 1134 - Library Construction						
	Cash - Library Construction	3,790,873.49	-468,747.38	0.00	468,747.38	3,322,126.11
	Total Fund: 1134 - Library Construction:	3,790,873.49	-468,747.38	0.00	468,747.38	3,322,126.11
Fund: 1166 - SF Pastures						
	Cash - San Felipe Pastures	39,034.92	1.66	1.66	0.00	39,036.58
	Total Fund: 1166 - SF Pastures:	39,034.92	1.66	1.66	0.00	39,036.58
Fund: 1177 - Tax Note 2013						
	Cash - 2013 Tax Note	174,261.44	-60,468.25	6.90	60,475.15	113,793.19
	Total Fund: 1177 - Tax Note 2013:	174,261.44	-60,468.25	6.90	60,475.15	113,793.19
Fund: 1222 - Balance Road & Bridge						
	Cash - Road & Bridge Fund - Texas Community Bank	516,789.86	30,291.85	153,920.58	123,628.73	547,081.71
	Cash - Road & Bridge Texpool	803.90	0.31	0.31	0.00	804.21
	Total Fund: 1222 - Balance Road & Bridge:	517,593.76	30,292.16	153,920.89	123,628.73	547,885.92
Fund: 1333 - Interest & Sinking						
	Cash - Interest & Sinking Fund Bank & Trust	15,632.86	1.92	1.92	0.00	15,634.78
	Cash- Interest and Sinking Bank Trust Money M	206,092.04	20.05	20.05	0.00	206,112.09
	Cash - Interest & Sinking Fund Texas Community	6,941,401.61	30,442.47	30,442.47	0.00	6,971,844.08
	Cash - Interest & Sinking Fund Texpool	4,142.83	1.25	1.25	0.00	4,144.08
	Cash - Interest & Sinking Fund CD	619,126.04	0.00	0.00	0.00	619,126.04
	Cash - Interest & Sinking T-Bills	0.00	0.00	0.00	0.00	0.00
	Total Fund: 1333 - Interest & Sinking:	7,786,395.38	30,465.69	30,465.69	0.00	7,816,861.07
Fund: 1444 - Payroll Clearing County						
	Cash - Payroll Clearing Bank & Trust	769,683.44	-273,720.79	770,247.40	1,043,968.19	495,962.65
	Total Fund: 1444 - Payroll Clearing County:	769,683.44	-273,720.79	770,247.40	1,043,968.19	495,962.65
Fund: 1555 - Law Library						
	Cash - Law Library	0.00	0.00	0.00	0.00	0.00

Detail Report

Date Range: 07/01/2016 - 07/31/2016

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
	Cash - Texas Community Bank Law Library	32,292.47	-1,210.99	1,047.92	2,258.91	31,081.48
	Total Fund: 1555 - Law Library:	32,292.47	-1,210.99	1,047.92	2,258.91	31,081.48
Fund: 2666 - Grants						
	Cash - Border Prosecution 2537704	0.00	0.00	0.00	0.00	0.00
	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	0.00	0.00	0.00
	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	0.00	0.00	0.00
	Cash - HIDTA Amistad Intell 2015	0.00	0.00	0.00	0.00	0.00
	Cash - National Park Service	0.00	0.00	8,750.00	8,750.00	0.00
	Cash - Southwest Border Prosecution Initiative	42,538.29	0.00	0.00	0.00	42,538.29
	Cash - Stonegarden 2014	20,483.35	0.00	0.00	0.00	20,483.35
	Cash - T.D.H.C.A. #7214013	0.00	0.00	4,882.45	4,882.45	0.00
	Cash - T.C.D.B.G. #713125	0.00	0.00	95,401.00	95,401.00	0.00
	Cash - T.C.D.B.G. #713479	-77,000.00	77,000.00	85,203.75	8,203.75	0.00
	Cash -Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
	Cash - Non Reportable Grants	42,142.29	-3,396.87	39,380.02	42,776.89	38,745.42
	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
	Total Fund: 2666 - Grants:	28,163.93	73,603.13	233,617.22	160,014.09	101,767.06
Fund: 4121 - Val Verde County Auditors Special Account						
	Cash - County Auditor Special Account	9,131.99	0.59	50,516.09	50,515.50	9,132.58
	Total Fund: 4121 - Val Verde County Auditors Special Account:	9,131.99	0.59	50,516.09	50,515.50	9,132.58
Fund: 4145 - Security Fees						
	Cash - Security Fee	68,944.11	47,104.79	47,164.79	60.00	116,048.90
	Total Fund: 4145 - Security Fees:	68,944.11	47,104.79	47,164.79	60.00	116,048.90
	Grand Totals:	16,101,580.47	-1,406,527.52	1,821,258.94	3,227,786.46	14,695,052.95

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Detail Report

Date Range: 07/01/2016 - 07/31/2016

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	2,713,072.60	-783,855.42	534,263.09	1,318,118.51	1,929,217.18
1133 - SL 179	172,132.94	7.29	7.29	0.00	172,140.23
1134 - Library Construction	3,790,873.49	-468,747.38	0.00	468,747.38	3,322,126.11
1166 - SF Pastures	39,034.92	1.66	1.66	0.00	39,036.58
1177 - Tax Note 2013	174,261.44	-60,468.25	6.90	60,475.15	113,793.19
1222 - Balance Road & Bridge	517,593.76	30,292.16	153,920.89	123,628.73	547,885.92
1333 - Interest & Sinking	7,786,395.38	30,465.69	30,465.69	0.00	7,816,861.07
1444 - Payroll Clearing County	769,683.44	-273,720.79	770,247.40	1,043,968.19	495,962.65
1555 - Law Library	32,292.47	-1,210.99	1,047.92	2,258.91	31,081.48
2666 - Grants	28,163.93	73,603.13	233,617.22	160,014.09	101,767.06
4121 - Val Verde County Auditors Special	9,131.99	0.59	50,516.09	50,515.50	9,132.58
4145 - Security Fees	68,944.11	47,104.79	47,164.79	60.00	116,048.90
Grand Total:	16,101,580.47	-1,406,527.52	1,821,258.94	3,227,786.46	14,695,052.95

VAL VERDE COUNTY

07/01/2016-07/31/2016

FUNDS FOR THE MONTH OF JULY 2016	Account #	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	6010007039	140,434.05	1,375.52	5.85	3,535.34	\$138,280.08
TAX COLLECTORS / VIT ESCROW ACCOUNT	3954668	137,236.54	23,718.46	23.06	97.49	\$160,880.57
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	1090232	638,804.77	727,394.35	204.33	642,460.72	\$723,942.73
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	6010007047	413,847.30	824,493.32	13.51	945,929.94	\$292,424.19
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	6010007088	24,531.82	685.00	1.05	0.00	\$25,217.87
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	6010007096	17,160.34	8,841.61	0.81	8,540.19	\$17,462.57
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	6010008821	23,621.93	0.00	1.00	0.00	\$23,622.93
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	3548643	347,806.42	5,833.10	33.90	4,085.83	\$349,587.59
COUNTY CLERK RECORD ARCHIVE FUND	3549011	306,383.54	5,530.00	30.24	0.00	\$311,943.78
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	3558223	38,459.71	2,000.00	0.00	25,570.53	\$14,889.18
JUSTICE OF THE PEACE PRECINCT #1	6010002253	8,228.61	6,544.83	0.00	7,942.46	\$6,830.98
JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT	6010002246	6,658.52	134.39	0.00	0.00	\$6,792.91
JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT	6010004135	8,355.26	220.77	0.00	26.94	\$8,549.09
JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT	6010004127	13,320.71	13,467.30	0.00	13,761.32	\$13,026.69
JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT	3492311	11,423.36	258.06	0.00	0.00	\$11,681.42
JUSTICE OF THE PEACE PRECINCT #3	3492303	29,289.73	19,481.01	0.00	15,078.80	\$33,691.94
CONSTABLE PRECINCT #3 TLEOS	6010009373	1,974.10	0.00	0.00	0.00	\$1,974.10
JUSTICE OF THE PEACE PRECINCT #4	6010005470	4,932.63	104.97	0.21	0.00	\$5,037.81
JUSTICE OF THE PEACE PRECINCT #4	6010005488	6,348.10	6,056.90	0.14	6,476.20	\$5,928.94
DISTRICT CLERK- COURT COST ACCOUNT	1091514	245,319.43	33,507.71	0.00	23,818.64	\$255,008.50
DISTRICT CLERK- REGISTRY FUND	1091832	543,667.35	92,063.94	0.00	2,169.35	\$633,561.94
DISTRICT CLERK-RECORD ARCHIVE FUND	3469484	17,674.62	129.25	0.00	0.00	\$17,803.87
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	3493024	65,027.55	0.00	0.00	0.00	\$65,027.55
DISTRICT CLERK RECORD PRESERVATION	3548694	22,540.38	84.96	2.20	0.00	\$22,627.54
DISTRICT CLERK-MOP 2006 COURT COSTS	3545644	71,586.56	0.00	0.00	0.00	\$71,586.56
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	6010009969	100.00	0.00	0.00	0.00	\$100.00
TOTAL						\$3,217,481.33

*****HIGHLIGHTED ACCOUNTS HAVE NOT BEEN TURNED IN*****
 SHOWING BALANCE FROM PREVIOUS MONTH

ACCOUNT HISTORY REPORT						
Location: 78328 Acct Nbr: 2331000001 Acct Name: GENERAL FUND #1 Name: VAL VERDE COUNTY Pool Name: TEXPOOL Pool Nbr: 449						
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$1,112.86
MONTHLY INTEREST	10/30/15	10/30/15	\$1.00	\$0.00		\$1,112.86
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$1,112.86
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.18		\$1,113.04
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.31		\$1,113.35
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.29		\$1,113.64
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$0.31		\$1,113.95
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$0.30		\$1,114.25
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$0.31		\$1,114.56
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$0.30		\$1,114.86
MONTHLY INTEREST	07/31/16	07/31/16	\$1.00	\$0.31		\$1,115.17
MONTHLY INTEREST						
MONTHLY INTEREST						
MONTHLY INTEREST						
ACCOUNT HISTORY REPORT						
Location: 78328 Acct Nbr: 2331000002 Acct Name: GENERAL FUND #2 Name: VAL VERDE COUNTY Pool Name: TEXPOOL Pool Nbr: 449						
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$1,246.76
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.00		\$1,246.76
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$1,246.76
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.23		\$1,246.99
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.31		\$1,247.30
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.29		\$1,247.59
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$0.31		\$1,247.90
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$0.30		\$1,248.20
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$0.31		\$1,248.51
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$0.30		\$1,248.81
MONTHLY INTEREST	07/31/16	07/31/16	\$1.00	\$0.31		\$1,249.12
MONTHLY INTEREST						
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT						
Location: 78328						
Acct Nbr: 2331000003						
Acct Name: ROAD & BRIDGE FUND						
Name: VAL VERDE COUNTY						
Pool Name: TEXPOOL						
Pool Nbr: 449						
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$801.97
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.00		\$801.97
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$801.97
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.11		\$802.08
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.31		\$802.39
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.29		\$802.68
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$0.31		\$802.99
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$0.30		\$803.29
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$0.31		\$803.60
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$0.30		\$803.90
MONTHLY INTEREST	07/31/16	07/31/16	\$1.00	\$0.31		\$804.21
MONTHLY INTEREST						
MONTHLY INTEREST						
ACCOUNT HISTORY REPORT						
Location: 78328						
Acct Nbr: 2331000004						
Acct Name: VAL VERDE COUNTY INTEREST & SINKING FUND						
Name: VAL VERDE COUNTY						
Pool Name: TEXPOOL						
Pool Nbr: 449						
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$4,136.30
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.31		\$4,136.61
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.30		\$4,136.91
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.72		\$4,137.63
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.93		\$4,138.56
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.93		\$4,139.49
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$1.23		\$4,140.72
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$1.20		\$4,141.92
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$1.24		\$4,143.16
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$1.20		\$4,144.36
MONTHLY INTEREST	07/31/16	07/31/16	\$1.00	\$1.25		\$4,145.61
MONTHLY INTEREST						
MONTHLY INTEREST						

VAL VERDE COUNTY															
INTEREST INCOME															
FISCAL YEAR ENDING SEPTEMBER 30, 2016															
ACCOUNT INFORMATION			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
GENERAL FUND	TEXAS COMMUNITY	CHECKING 111-1111-1000													-
		MONEY MARKET 111-1111-1010													-
		H.O.T. FND 111-1111-1120	0.95	0.92	1.02	0.83	0.78	0.84	0.70	0.62	0.73	0.86			8.25
	THE BANK & TRUST	WESTEXAN 111-1111-1030	498.54	1,675.09	2,564.01	2,168.99	2,334.61	1,991.16	1,668.69	1,913.16	1,898.58	977.96			17,690.79
		CD'S 111-1111-1060													-
	TEXPOOL	2331000001 1111-1111-00-11030			0.18	0.31	0.29	0.31	0.30	0.31	0.30	0.31			2.31
		2331000002 1111-1111-00-11040			0.23	0.31	0.29	0.31	0.30	0.31	0.30	0.31			2.36
		ROAD & BRIDGE FUND	COMPASS BANK	CHECKING 222-2222-1100											
TEXPOOL	2331000004 1222-2222-00-11140			0.11	0.31	0.29	0.31	0.30	0.31	0.30	0.31			2.24	
TEXAS COMMUNITY	CHECKING 222-2222-1200	29.53	26.88	28.46	26.50	28.44	33.13	31.81	28.48	24.55	23.72			281.50	
INTEREST & SINKING FUND	COMPASS BANK	CHECKING 333-3333-1200													-
	THE BANK & TRUST	CHECKING 333-3333-1500	1.92	1.86	2.06	1.99	1.80	2.05	1.99	1.80	2.06	1.92			19.45
		CD'S 333-3333-1210	298.38	797.19											1,095.57
	TEXPOOL	2331000004 333-3333-1300	0.31	0.30	0.72	0.93	0.93	1.23	1.20	1.24	1.20	1.25			9.31
	TEXAS COMMUNITY	CHECKING 333-3333-1230	99.80	112.83	137.47	140.14	118.48	131.98	133.08	129.07	237.81	294.62			1,535.28
PAYROLL	THE BANK & TRUST	CHECKING 444-4444-1300	84.46	46.88	93.06	107.67	115.73	169.84	208.40	206.12	229.08	244.65			1,505.89
LAW LIBRARY	THE BANK & TRUST	CHECKING 555-1111-1000	2.04	1.90	-	-	-	-	-						3.94
	TEXAS COMMUNITY	CHECKING 555-1111-1100	0.69	0.45	1.16	1.98	1.65	1.64	1.51	1.39	1.34	1.35			13.16



Welcome to
TexConnect



Deposit	Withdrawal	Transfer	Multi Transaction	Vendor Payment	Maintenance
Reports	Report Scheduler	Report Access	Statements	Inquiry	Change Location
			Help / Contact Us	Update Profile	Logout

Pool Information

Location: 78328
Val Verde County

TexPool

Average Monthly rate for July	0.3690%
Average Monthly Dividend Factor for July	0.000010109
Information as of	August 1, 2016
Daily Net Yield	0.3764%
Dividend Factor	0.000010311
7 Day Net Yield	0.37%
Daily Assets	\$14,427,681,589.94
Weighted Average Maturity	36 days
Weighted Average Life	77 days
NAV	1.00017

Performance data quoted represents past performance which is no guarantee of future results. Investment return will fluctuate. The value of an investment when redeemed may be worth more or less than the original cost. Current performance may be higher or lower than performance stated.

For more information, see the TexPool Information Statement available on the TexPool web site, www.texpool.com. You should consider the investment objectives, risks, charges, and expenses carefully before you invest. Information about these and other important subjects is in the Information Statement which you should read carefully before investing.

An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$ 1.00 per share, it is possible to lose money by investing in the security.

- "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.
- "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.
- All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.



IT MASTER PLAN SUMMARY

The intent of this summary, is to simply the understanding of the complete data that is included in this final IT Master Plan. After months of study and research, performing network analysis, much data has been compiled to outline this IT plan. Certain phases are made mandatory to achieve a successful deployment of new technology, while others phases are optional. I have separated the plan into two sections, **Network Infrastructure** and **Network Equipment/Software**. In order for the County to move forward to the next level of technology, in network infrastructure, fiber optics, network equipment, VoIP services, internet access, email access, computing, licensing, these modules will need to be reviewed by the Court for consideration.

The ultimate goal of this IT Master Plan, is to consolidate all domains/networks and services by creating one County wide network. We intend to reach that goal by creating a centralized Data Center with a County wide supporting V-Lan ready network. Some of our buildings' infrastructure are V-Lan ready, while others are not. We have listed the buildings in the Network Infrastructure Phase 1 and 2 of the plan that are not V-Lan ready, while other buildings may need minor adjustments. Prior to any form of fiber being brought to our buildings, these networks need to be re-created to properly manage and sustain all services that are expected to be utilize under this new infrastructure.

A solid infrastructure is the foundation of any successful network. Once a solid infrastructure has been implemented that will sustain all services that are to be utilized, the utility pole and fiber phase may begin, followed by Phase 4. Much of the information gathered was made possible by vendors traveling to Del Rio at no cost to the County to view the existing network and making their recommendations

The Phases that follow once the Network Infrastructure is complete, are just as critical and must be reviewed by the Court for consideration. Over the years, an "IT Debt" in the County's technology field has been gradually created as technology moves forward. The inability to implement a V-Lan network with the required type of switching/routing/wireless, should be of great concern to the Court. While we have been successful in maintaining our networks, workstations, servers, email and internet connectivity, we are rapidly falling behind the technology curve and can create many risks to the way the County conducts IT business. . The following dollar amounts are budgetary numbers for the different phases and modules that follow:

NETWORK INFASTRUCTURE



IT MASTER PLAN SUMMARY

The intent of this summary, is to simply the understanding of the complete data that is included in this final IT Master Plan. After months of study and research, performing network analysis, much data has been compiled to outline this IT plan. Certain phases are made mandatory to achieve a successful deployment of new technology, while others phases are optional. I have separated the plan into two sections, **Network Infrastructure** and **Network Equipment/Software**. In order for the County to move forward to the next level of technology, in network infrastructure, fiber optics, network equipment, VoIP services, internet access, email access, computing, licensing, these modules will need to be reviewed by the Court for consideration.

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NETWORK INFRASTRUCTURE

PHASE	DESCRIPTION	PRICING
Phase 1	New Cat6 Network Infrastructure 400 Pecan St.	\$ 48,609.00
Phase 2	New Cat6 Network Infrastructure 100 E. Broadway St.	\$ 34,495.00
Phase 3	31 Pole Utility Project using ROW	\$ 37,944.00
Phase 4	Fiber Optic Cabling Aerial and Direct Burial	\$ 71,568.00
Phase 5	Fiber Optic Cable Aerial 295 FM 2523 Hamilton Lane	\$242,896.00
		Total \$435,896.00

NETWORK EQUIPMENT/SOFTWARE

PHASE	DESCRIPTION	PRICING
Phase 1	Network Switching	\$105,000 - \$125,000
	Wireless Networking	\$ 42,000 - \$ 55,000
Phase 2	Email Conversion to Office 365	\$ 37,000 - \$ 42,000
Phase 3	Network and Internet Reconfiguration	\$ 57,000 - \$ 67,000
Phase 4	Data Protection and Business Continuity	\$ 56,000 - \$ 68,000
Phase 5	Server Consolidation	\$195,000 - \$222,000
Phase 6	Remote Desktop & Server Based Computing Terminals	\$ 40,000 - \$ 50,000
	Remaining Desktops	\$ 80,000 - \$100,000
	Installation	\$ 90,000 - \$120,000
Phase 7	VoIP Phone System	\$150,000 - \$200,000
	VoIP Installation	\$ 55,000 - \$ 55,000
		Total \$907,000.00 - \$1,104,000.00

Both Sections Grand Total \$1,342,896.00 - \$1,532,896.00



IT MASTER PLAN PHASE A

Budgetary Numbers

PROJECT	DESCRIPTION	PROJECT COST	SUB TOTAL
I	E-Mail Conversion to Office 365	\$ 42,000	\$ 42,000
II	New Cat6 Network Infrastructure 400 Pecan St.	\$ 48,609	\$ 90,609
III	New Cat6 Network Infrastructure 100 E. Broadway ST.	\$ 34,495	\$125,104
IV	Network Switching	\$125,000	\$250,104
V	31 Pole Utility Pole Project using ROW	\$ 37,944	\$288,048
VI	Fiber Optic Cable Aerial and Direct Burial	\$ 71,568	\$359,616
VII	Network and Internet Equipment/Services	\$ 67,000	\$426,616
Phase I thru VII Total			\$426,616

IT MASTER PLAN PHASE B

Budgetary Numbers

PROJECT	DESCRIPTION	PROJECT COST	SUB TOTAL
I	Data Protection and Business Continuity	\$ 68,000	\$ 68,000
II	Server Consolidation	\$222,000	\$290,000
III-a	Remote Desktop & Server Based Computing Terminals	\$ 50,000	\$340,000
III-b	Remaining Desktops	\$100,000	\$440,000
III-c	Installation	\$120,000	\$560,000
Phase I thru III-c Total			\$560,000

IT MASTER PLAN PHASE C


Budgetary Numbers

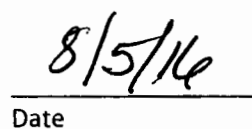
PROJECT	DESCRIPTION	PROJECT COST	SUB TOTAL
I	VoIP Phone System and VoIP Installation	\$255,000	\$255,000
II	Fiber Optic Cable Aerial 295 FM 2523 Hamilton Lane	\$242,896	\$497,896

#66

I HAVE REVIEWED AND APPROVED THE JOB DESCRIPTIONS FOR MY DEPARTMENT

Generosa Ramon, County Clerk


Signature


Date

I HAVE REVIEWED AND APPROVED THE JOB DESCRIPTIONS FOR MY DEPARTMENT

Beatriz Munoz, Tax Assessor/Collector

Signature Beatriz J. Munoz

Date 08-05-16



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: Tax Office

LOCATION: 309 Mill St.

JOB TITLE: Chief Deputy, Ad Valorem Tax

FLSA TYPE: ☐ Exempt

REPORTS TO: Tax Assessor-Collector

☒ Non-Exempt

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary

GENERAL DESCRIPTION:

Supervises ad valorem tax deputies and manages the ad valorem tax department in compliance with the Texas Property Tax Code and all applicable state and federal laws. This person is responsible for managing the section in a cost-effective/cost efficient manner in order that the taxpaying public receives the best service available for its tax dollars. Duties also include compiling statistical information from monthly reports on ad valorem taxes and alcoholic beverage permits and license reports for reporting, analysis and evaluation. Responsible for balancing of cash accounting reports back to subsidiary ledger and for distributions of all funds on a weekly basis. This section is responsible for the processing and collection of taxes on approximately 39,000 parcels annually, totaling approximately \$25,000,000 in tax levy. This section is responsible for collecting both current and delinquent taxes. Responsible for maintenance of subsidiary ledgers and journals of accounting records, auditing clerks cash drawers, preparing deposits, making change from vault when needed by deputies. Participates in the development of policy and procedures to ensure the security of all receipts, remittances and controlled items received and issued by the Tax Office. Under direct supervision of Tax Assessor Collector.

SPECIFIC RESPONSIBILITIES:

1. Maintenance of subsidiary ledgers and journal of accounting records.
2. Reconciles cash and checks to transaction summary. Prepares deposit to County Depository.
3. Participates in the development of policy and procedures to ensure the security of all receipts, remittances and controlled items received and issued by the Tax Office.
4. Makes recommendations and assists in the implementation of any financial system

enhancement deemed necessary and approved.

5. Supervises all ad valorem tax deputies in administering procedures for insuring the rapid collection of property taxes to maximize the collection rate and minimize the time span.
6. Performs problem-solving for all ad valorem tax deputies and for the tax customer in daily face-to-face interaction with the public.
7. Maintains current knowledge of all changes mandated by law and enforces laws regarding collections in response to daily staff and citizens inquiries.
8. Compiles statistical information from monthly reports on ad valorem taxes, state and county and alcoholic beverage permits and license reports, voter registration for reporting analysis and evaluation.
9. Directs the preparation and the printing of all jury calls for all judicial courts in Val Verde County. Supervises the requests of voting lists.
10. Maintain all property tax records for preparing tax rolls. Directs and administers all changes and supplemental reports from the Val Verde Central Appraisal District relating to exemptions, changes in value, splits out property, changes in legal description, new subdivisions, new owners, address changes and changes in property type designations.
11. Supplement the changes to the computer by proper change code and explanation in order to generate and process supplemental tax statements.
12. Directs and administers all records on bankruptcies, tax suits, non-suits, judgments, tax warrants and payment agreements.
13. Oversees and recommends improvements to computer programs, procedures and reports of the automated property tax collections system.
14. Prepare and send tax roll files to printing company and delinquent tax attorneys.
15. Maintain all computer security for Ad Valorem Tax section, as well as handling any problems with equipment and printers
16. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Two years of experience in a tax office accepted. Experience in current and delinquent tax collections, experience should include some administrative and managerial experience. Thorough knowledge of the Texas Property Tax Code and familiarity with an automated collection environment. Able to type 45 to 55 wpm with high degree of accuracy; computer keyboard skills equivalent to typing skills or a t least 45 wpm; 10-key by touch. Must have a thorough knowledge of the Texas Property Tax Code and be familiar

with an automated collection environment, as well as knowledge of methods of personnel management and employee relations.

EDUCATION REQUIREMENTS:

High School Diploma, GED (General Equivalency Diploma). An associate degree in business administration, accounting, finance or management would be preferable.

PHYSICAL REQUIREMENTS:

Lifting: Able to lift 25 to 50 pounds stock paper boxes, and tax rolls from 3 feet to 4 feet high shelves to work area when necessary. Bend and lift in order to move files and exhibits.

Travel:

Shift Work: Regular attendance and timeliness is required. Dependable and punctual with a willingness to work overtime.

Other: Skills Test Required at Interview: Typing, 10-Key by Touch, Computer Knowledge: Windows & Microsoft/Excel/Word.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **CHIEF DEPUTY –AD VALOREM TAX**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____

Date _____

Employee Signature _____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: Tax Office

LOCATION:

JOB TITLE: Chief Deputy, Motor Vehicle Section

FLSA TYPE: ☐ Exempt

☒ Nonexempt

REPORTS TO: Tax Assessor-Collector

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary

GENERAL DESCRIPTION:

Supervises motor vehicle deputies and manages the motor vehicle section of the Val Verde County tax office in compliance with all laws governing the Texas Department of Motor Vehicles (TX DMV) and the Texas Parks and Wildlife Department (TPWD). Responsible for managing the section in a professional, cost-efficient manner to ensure the tax payer receives excellent customer service. Employee is responsible for assisting general public, automobile dealers, boat dealers, auditors, law enforcement agencies, TX DMV and TPWD personnel. Compiles information for and prepares monthly reports on monies collected and disbursed by this office. Work involves accurate record keeping in compliance with mandated state regulations. Employee must maintain a current This section is responsible for the processing and collection of fees on over 42,000 vehicles, boats, motors, temporary permits, disabled placards and various organizational funds.

SPECIFIC RESPONSIBILITIES:

1. Supervises all deputies in the motor vehicle section administering procedures for the effective processing of the numerous transactions processed for vehicles, boats, motors, permits etc.
2. Accurately and promptly respond to inquiries from the general public and dealers regarding motor vehicle, boat or motor issues.
3. Assists in obtaining and completion of the various forms and applications. Provide explanation of all requirements to obtain titles, registration, permits placards and/or specialty license plates.
4. Effectively resolve with firmness and fairness complaints or other issues of the taxpayers by explaining Transportation Codes that affect the situation.
5. Exercise tact and courtesy in contact with all persons performing transactions in this section and require this same conduct of those being supervised.
6. Performs close examination of all supporting evidence for transactions performed in this office.

7. Maintain updated knowledge of all laws, regulations or rulings mandated by governmental entities that affect the transactions performed by this office and strive to be sure all deputies adhere to these requirements.
8. Assist individuals that have been denied Texas titles by The TX DMV by advising and/or assisting in the application for bonded title or Tax Collector hearing.
9. Maintain accurate records of all collections and all disbursements in detail. Specifically being able to provide amounts disbursed and identify which entity received the funds.
10. Compiles reports and initiate remittances to the State Comptroller for motor vehicle sales tax, sales tax surcharges, registration surcharges, Texas Mobility fees boat and outboard motor sales tax. Remittance may be done electronically or by prepared check.
11. Compiles reports and initiate remittances to the Val Verde County Treasurer for road and bridge fees as well as the percentages of other TX DMV fees allowed to be kept by Val Verde County.
12. Compile reports and initiate remittances to the Val Verde County Treasurer for percentages of sales tax Collected for the State Comptroller allocated to Val Verde County.
13. Compile reports and remittances to Texas Agricultural Finance Authority for fees collected for the Young Farmer Program.
14. Validate funds collected by each deputy and prepare monetary deposits for this department. Verifying amounts collected correspond with reports generated and requested for each work station.
15. Attempt to make swift collection on checks returned to this office for non-payment and forwarding to the Sheriff of Val Verde County as required by Transportation Code 502.181 if the attempt is unsuccessful.
16. Review and reconcile monthly bank statements to assure all funds are accurately accounted for. Identifying discrepancies and documenting causes of differences.
17. Monitor accountable inventory items and order accordingly to maintain adequate supplies.
18. Prepare accountable inventory for audits. Including producing reports indicating levels of all items allocated to Val Verde County.
19. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Two years' experience in the motor vehicle section of a county tax office. Administrative/managerial experience is desired. Accounting competence is required. Must possess a thorough knowledge of the Texas Department of Motor Vehicles and Texas Parks and Wildlife Department procedures and regulations. Typing and computer keyboard skills (45-55WPM) with accuracy. Calculator by touch. Ability to effectively communicate orally and written form with deputies being supervised. Considerable knowledge of modern office practices including the handling and accounting of large sums of money. Is able to prepare financial statements and reports. Must be able to coordinate and supervise activities in the motor vehicle section of the Tax Assessor/ Collector's office. Exercise independent judgment and initiative in office functions. Thorough knowledge laws relating to the titling, and registration of vehicles, boats and motors. Exercise tact and courtesy in contact with general public or fellow employees regardless of the situation.

EDUCATION REQUIREMENTS:

High School Diploma, GED (General Equivalency Diploma). An associate degree in business administration, accounting, finance or management would be preferable.

PHYSICAL REQUIREMENTS:

Lifting: Able to lift 25 to 50 pounds stock paper boxes, tax rolls from 3 feet to 4 feet high shelves to work area when necessary. Bend and lift in order to move files and exhibits.

Travel:

Shift Work: Regular attendance and timeliness is required. Dependable and punctual with a willingness to work overtime.

Other: Typing, 10-Key by Touch, Computer Knowledge: Windows & Microsoft/Excel/Word.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **CHIEF DEPUTY –MOTOR VEHICLE SECTION**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name_____

Date_____

Employee Signature_____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: Tax Office

LOCATION: 309 Mills

JOB TITLE: Deputy, Ad Valorem Tax

FLSA TYPE: ☐ Exempt

☒ Nonexempt

REPORTS TO: Chief Deputy

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary

GENERAL DESCRIPTION:

Responsible for daily interaction with Val Verde County, Val Verde Regional Medical Center, Comstock School District and San Felipe Del Rio School District taxpayers in person, by mail and by telephone in the collection of current and delinquent tax payments. Responsibilities performed under the general supervision of the Chief Deputy of the ad valorem tax section of the office.

SPECIFIC RESPONSIBILITIES:

1. Processing, auditing and posting to computer terminal both current and delinquent tax payments.
2. Accurately answer inquiries from the public in reference to historical rates, penalties and interest, tax suits and/or judgments, and property tax responsibilities.
3. Resolve taxpayer problems within realm of delegated authority.
4. Responsible for balancing cash drawer on a daily basis.
5. Perform close and continuous coordination with title companies, realtors, attorneys, mortgage companies, and savings and loan associations. May be accomplished in person, by mail or by telephone and requires substantial knowledge, tact, and self-control and ability to deal with the public in a diplomatic manner.
6. Issue alcoholic beverage permits and license and tax certificates.
7. Issue voter registration applications.
8. To accept written agreements from delinquent taxpayers as outlined under written policy of the Tax Collector.
9. Issuance of receipts of the vehicle inventory tax from dealers.
10. Fax and receive information.
11. Process and file voter registration applications from over the counter and mail as assigned by Chief Deputy.
12. Work the phone banks for elections as scheduled by the Chief Deputy.
13. Assist the Lead Deputy in mail-in payments and mailing of receipts as requested by Chief Deputy.

14. Work mail outs of yearly tax statements to mortgage companies, etc. as needed.
15. Regular attendance and timeliness is required.
16. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Two years' experience in related field, example: bank teller, Title Company. Must be knowledgeable of policies and procedures for implementation of Texas Property Tax Code, County policies, and Tax Office procedures which provide the maximum benefit to the taxpayer. Typing 45 to 55 WPM with high degree of accuracy, computer keyboard skills equivalent to typing skills or at least 45 WPM, 10-key by touch. Must have a thorough knowledge of the Texas Property Tax Code and familiarity with an automated collection environment. Needs to be familiar with Microsoft Word and Excel and Windows.

EDUCATION REQUIREMENTS:

High School Diploma, GED (General Equivalency Diploma).

PHYSICAL REQUIREMENTS:

- Lifting:** Able to lift 25 to 50 pounds stock paper boxes, and tax rolls from 3 feet to 4 feet high shelves to work area when necessary. Bend and lift in order to move files and exhibits.
- Travel:**
- Shift Work:** Regular attendance and timeliness is required. Dependable and punctual with a willingness to work overtime.
- Other:** Skills Test Required at Interview: Typing, 10-Key by Touch, Computer Knowledge: Windows & Microsoft/Excel/Word.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **DEPUTY --AD VALOREM TAX**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: Tax Office

LOCATION:

JOB TITLE: Deputy, Motor Vehicle Section

FLSA TYPE: ☐ Exempt

REPORTS TO: Chief Deputy

☒ Nonexempt

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary

GENERAL DESCRIPTION:

Under general supervision performs a variety of clerical work associated with the registration and/or titling of vehicles, trailers, boats and outboard motors. Issues temporary permits and disabled placards. Employee is responsible for assisting the general public with obtaining and completing the required forms to apply for registration, titles, temporary permits, special license plates and disabled placards. Employee is responsible for considerable data entry on computerized system, typing applications, and significant cash handling. At times may have to deal with difficult people and situations. Employee must maintain a current knowledge of State laws and regulations. This section is responsible for the processing and collection of fees on over 42000 vehicles, boats, motors, disabled placards and various organizational funds.

SPECIFIC RESPONSIBILITIES:

1. Accurately and promptly respond to inquiries from the general public regarding vehicle, boat or motor issues.
2. Maintain updated knowledge of all laws, policies and procedures of the Texas Department of Motor Vehicles, Texas Parks and Wildlife Department and Val Verde County.
3. Collect fees for registration and/or titling vehicles, boats, motors, temporary permits and disabled placards.
4. Assists the public with forms required to apply for registration and/ or titling vehicles, boats and motors.
5. Courteously respond to inquiries by telephone or in person, type forms, data entry in computerized system, prepare estimates of costs to customers and examine evidence for accuracy.
6. Reconcile cash drawer nightly and prepare deposits to be verified by the Chief Deputy.
7. Diplomacy in dealing with the general public, motor vehicle and boat dealers. Maintain confidential information due to Driver's Privacy Protection Act.
8. Adaptable to performing with politeness when confronted with persons who may be rude, confused, angry or frightened. Promptness for work is essential.

9. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Two years' general clerical work and experience dealing with the general public. Experience in cash handling and verifying deposits is required. Typing and computer keyboard skills (45-50) with accuracy. Calculator by touch. Ability to effectively communicate orally and written form. Considerable knowledge of modern office practices. Cash handling and reconciliation of cash drawer. Thorough knowledge of laws relating to the titling and registration of vehicles, boats and motors as well as county policies. Ability to exercise tact and courtesy dealing with the general public or fellow employees regardless of circumstances. Speak English and Spanish preferred. Computer Knowledge: Windows & Microsoft/Excel/Word.

EDUCATION REQUIREMENTS:

High School Diploma, GED (General Equivalency Diploma).

PHYSICAL REQUIREMENTS:

Lifting: Able to lift 25 to 50 pounds stock paper boxes, and tax rolls from 3 feet to 4 feet high shelves to work area when necessary. Bend and lift in order to move files and exhibits.

Travel: N/A

Shift Work: Regular attendance and timeliness is required. Dependable and punctual with a willingness to work overtime.

Other:

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **DEPUTY –MOTOR VEHICLE SECTION**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____

Date _____

Employee Signature _____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: Tax Office

LOCATION: 309 Mills

JOB TITLE: Lead Deputy, Ad Valorem Tax

FLSA TYPE: ☐ Exempt

☒ Nonexempt

REPORTS TO: Chief Deputy

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

☒ Full-time

☐ Part-time

☐ Temporary

GENERAL DESCRIPTION:

Responsible for daily interaction with Val Verde County, Val Verde Regional Medical Center, Comstock School District and San Felipe Del Rio School District taxpayers in person, by mail and by telephone in the collection of current and delinquent tax payments. Responsibilities performed under the general supervision of the Chief Deputy of the ad valorem tax section of the office.

SPECIFIC RESPONSIBILITIES:

1. Processing, auditing and posting to computer terminal both current and delinquent tax payments.
2. Must be knowledgeable of policies and procedures for implementation of Texas Property Tax Code, County Policies, and Tax Office procedures which provide the maximum benefit to the taxpayer.
3. Accurately answer inquiries from the public in reference to historical rates, penalties and interest, tax suits and/or judgments, and property tax responsibilities.
4. Resolve taxpayer problems within realm of delegated authority.
5. Responsible for balancing cash drawer on a daily basis.
6. Perform close and continuous coordination with title companies, realtors, attorneys, mortgage companies, and savings and loan associations. May be accomplished in person, by mail or by telephone and requires substantial knowledge, tact, and self-control and ability to deal with the public in a diplomatic manner.
7. Issue alcoholic beverage permits and license and tax certificates.
8. Issue voter registration applications.
9. To accept written agreements from delinquent taxpayers as outlined under written policy of the Tax Collector.
10. Issuance of receipts of the vehicle inventory tax from dealers.
11. Fax and receive information.
12. Process and file voter registration applications from over the counter and mail as assigned by Chief Deputy.

13. Work the phone banks for elections as scheduled by the Chief Deputy.
14. Work mail outs of yearly tax statements to mortgage companies, etc. as needed.

Other Duties:

1. Assuming the responsibility for the tax section the in the absence of the Chief Deputy, as directed by the Tax Collector.
2. Assume responsibility for locking up tax office in absence of Tax Collector.
3. Assume responsibility for going for all mail at Post Office, opening and distribution of same in absence of the Tax Collector.
4. Responsible for receiving mail payments of both current and delinquent taxes, the processing of same and mailing out a receipt.
5. Responsibility for the issuance of tax certificates and the invoicing of same to all title companies.
6. Responsible for direction of the issuance of liquor renewals, monthly billing for revenue received and for preparing same to TABC and the Tax Collector.
7. Responsible for the issuance of tax certificates and the invoicing of same to all title companies.
8. Serves as general secretary for the Tax Collector which includes dictation, typing, form layouts and filing.
9. Directs and fills request for mortgage companies and agents as well as accepting and posting payment for same.
10. Responsible for counting and distributing monies from vault.
15. Regular attendance and timeliness is required.
16. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Two years' experience in related field, example: bank teller, Title Company. Must be knowledgeable of policies and procedures for implementation of Texas Property Tax Code, County policies, and Tax Office procedures which provide the maximum benefit to the taxpayer. Typing 45 to 55 WPM with high degree of accuracy, computer keyboard skills equivalent to typing skills or at least 45 WPM, 10-key by touch. Must have a thorough knowledge of the Texas Property Tax Code and familiarity with an automated collection environment. Needs to be familiar with Microsoft Word and Excel and Windows.

EDUCATION REQUIREMENTS:

High School Diploma, GED (General Equivalency Diploma).

PHYSICAL REQUIREMENTS:

Lifting: Able to lift 25 to 50 pounds stock paper boxes, and tax rolls from 3 feet to 4 feet high shelves to work area when necessary. Bend and lift in order to move files and exhibits.

Travel:

Shift Work: Regular attendance and timeliness is required. Dependable and punctual with a willingness to work overtime.

Other: Skills Test Required at Interview: Typing, 10-Key by Touch, Computer Knowledge: Windows & Microsoft/Excel/Word.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for LEAD DEPUTY –AD VALOREM TAX. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name_____

Date_____

Employee Signature_____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: Tax Office

LOCATION: 309 Mill St.

JOB TITLE: Lead Deputy –Motor Vehicle Section

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: Chief Deputy

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary

GENERAL DESCRIPTION:

Under general supervision performs a variety of clerical work associated with the registration and/or titling of vehicles, trailers, boats and outboard motors. Issues temporary permits and disabled placards. Employee is responsible for assisting the general public with obtaining and completing the required forms to apply for registration, titles, temporary permits, special license plates and disabled placards. Employee is responsible for considerable data entry on computerized system, typing applications, and significant cash handling. At times may have to deal with difficult people and situations. Employee must maintain a current knowledge of State laws and regulations. This section is responsible for the processing and collection of fees on over 42000 vehicles, boats, motors, disabled placards and various organizational funds.

SPECIFIC RESPONSIBILITIES:

1. In the absence of the Chief Deputy; employee assumes the responsibility of overseeing the performance of the other employees in the motor vehicle department.
2. Prepares weekly boat and motor transaction reports for the Texas Parks and Wildlife Department.
3. Prepares weekly remittance reports and transmittals to the State Comptroller for sales tax collections.
4. Accurately and promptly respond to inquiries from the general public regarding vehicle, boat or motor issues.
5. Maintain updated knowledge of all laws, policies and procedures of the Texas Department of Motor Vehicles, Texas Parks and Wildlife Department and Val Verde County.
6. Monitor and maintain adequate supplies, ordering accordingly.

7. Collect fees for registration and/or titling vehicles, boats, motors, temporary permits and disabled placards.
8. Assists the public with forms required to apply for registration and/ or titling vehicles, boats and motors.
9. Courteously respond to inquiries by telephone or in person, type forms, data entry in computerized system, prepare estimates of costs to customers and examine evidence for accuracy.
10. Reconcile cash drawer nightly and prepare deposits to be verified by the chief deputy.
11. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Two years' experience in the motor vehicle section of a county tax office. Administrative/managerial experience is desired. Experience in cash handling and verifying deposits is required. Typing and computer keyboard skills (45-50) with accuracy. Calculator by touch. Ability to effectively communicate orally and written form. Considerable knowledge of modern office practices. Cash handling and reconciliation of cash drawer. Thorough knowledge of laws relating to the titling and registration of vehicles, boats and motors as well as county policies. Ability to exercise tact and courtesy dealing with the general public or fellow employees regardless of the situation. Typewriter, calculator, multi-line telephone system, keyboard computer terminal, printer, copy machine, fax machine, postage machine, automatic letter opener and filing systems.

EDUCATION REQUIREMENTS:

High School Diploma, GED (General Equivalency Diploma).

PHYSICAL REQUIREMENTS:

Lifting: Able to lift 40 pounds and bend and lift in order to move files and exhibits.

Travel:

Shift Work: Regular attendance and timeliness is required. Dependable and punctual with a willingness to work overtime.

Other:

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **LEAD DEPUTY –MOTOR VEHICLE SECTION**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



**VAL VERDE COUNTY
JOB DESCRIPTION**

DEPARTMENT: Tax Assessor

LOCATION: 309 Mill St.

JOB TITLE: Part Time Clerk

FLSA TYPE: ☐ Exempt

REPORTS TO: Chief Deputy

☒ Non-Exempt

TYPE OF POSITION:

HOURS WORKED: 29/weekly

- ☐ Full-time
☒ Part-time
☐ Temporary

GENERAL DESCRIPTION:

Reporting to the Chief Deputy, the part time Clerk is responsible for providing assistance with the department with collections and voter registrations. Under general supervision.

SPECIFIC RESPONSIBILITIES:

1. Works with computer as needed.
2. Responsible for filing.
3. Sorting voter cards.
4. Upkeep the voter files.
5. Receives and sorts, prepares mail payments.
6. Mails out and posts the receipts.
7. Complies copies, sorts documents and other office activities.
8. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Previous Work in an office environment. Operates copiers, office machines, calculators, fax machine, etc. Experience with data entry. Customer Service experience. Excellent organizational skills.

EDUCATION REQUIREMENTS:

High School Diploma or GED

PHYSICAL REQUIREMENTS:

Lifting:

Travel:

Shift Work:

Other:

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **Part Time Voter Registration Clerk**.
I further understand that I am responsible for the satisfactory execution of the essential functions
described therein, under any and all conditions as described.

Employee Name_____

Date_____

Employee Signature_____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: Tax Office

LOCATION: 309 Mill Street

JOB TITLE: School Tax Deputy, Ad Valorem Tax

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: Chief Deputy

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary

GENERAL DESCRIPTION:

Responsible for daily interaction with Val Verde County, Val Verde Regional Medical Center, Comstock School District and San Felipe Del Rio CISD taxpayers in person, mail and by telephone in the collection of current and delinquent tax payments. Responsibilities performed under the general supervision of the Chief Deputy of the ad valorem tax section of the office.

SPECIFIC RESPONSIBILITIES:

1. Processing auditing and posting to computer terminal both current and delinquent tax payments.
2. Must be knowledgeable of policies and procedures for implementation of Texas Property Tax Code, County policies and Tax Office procedures which provide the maximum benefit to the taxpayer.
3. Accurately answer inquiries from the public in reference to historical tax information, property descriptions, ownership, taxes due, tax rate, penalty and interest, tax suits and/or judgments and property tax responsibilities.
4. Resolves taxpayer problems within realm of delegated authority.
5. Responsible for balancing cash drawer on a daily basis.
6. Performs close and continuous coordination with title companies, realtors, attorneys, mortgage companies and savings and loan associations. May be accomplished in person, by mail or by telephone and requires substantial knowledge, tact and self-control and ability to deal with the public in a diplomatic manner.
7. Issue alcoholic beverage permits, license and Tax certificates.
8. Issue voter registration applications.
9. To accept written agreement from delinquent taxpayers as outlined under written policy of the Tax Collector.
10. Fax and receive information.
11. Process and file voter registration applications from over the counter and mail as assigned by the Chief Deputy.
12. Work the phone banks for elections as scheduled by the Chief Deputy.
13. Post changes to the tax roll from the Appraisal District as directed by the Chief Deputy.
14. Assist the Lead Deputy with incoming mail payments and mailing of receipts as requested by Chief Deputy.

- 15. Work mail outs of yearly tax statements to mortgage companies, etc., as directed by Lead Deputy.
- 16. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Two years' experience in related field, Example: bank teller. Typing 45 to 55 wpm with high degree of accuracy; computer keyboard skills equivalent to typing skills or at least 45 wpm; 10-key by touch. Must have a thorough knowledge of the Texas Property Tax Code and be familiar with an automated collection environment. Experience with typewriter, calculator, computer terminal, keyboard, printer, copy machine, automatic letter opener, fax machine, paper cutter, postage machine, safe, and vault and alarm system.

EDUCATION REQUIREMENTS:

High School Diploma, GED (General Equivalency Diploma).

PHYSICAL REQUIREMENTS:

Lifting: Able to lift 25 to 50 pounds stock paper boxes, and tax rolls from 3 feet to 4 feet high shelves to work area when necessary. Bend and lift in order to move files and exhibits.

Travel:

Shift Work: Regular attendance and timeliness is required. Dependable and punctual with a willingness to work overtime.

Other: Skills Test Required at Interview: Typing, 10-Key by Touch, Computer Knowledge: Windows & Microsoft/Excel/Word.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for School Tax Deputy, Ad Valorem Tax. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name_____

Date_____

Employee Signature_____



**VAL VERDE COUNTY
JOB DESCRIPTION**

DEPARTMENT: Tax Assessor

LOCATION: 309 Mill St.

JOB TITLE: Voter Registration Clerk/Collector

FLSA TYPE: ☐ Exempt

REPORTS TO: Chief Deputy

☒ Non-Exempt

TYPE OF POSITION:

HOURS WORKED: 37.5/weekly

☒ Full-time

☐ Part-time

☐ Temporary

GENERAL DESCRIPTION:

Reporting to the Tax Assessor, the part time Voter Registration Deputy manages and ensures accuracy of the voter's registry list. This person shares the responsibility of the duties within the Ad Valorem tax as assigned to assist the other clerical staff with tax collections.

SPECIFIC RESPONSIBILITIES:

1. Manage precincts, districts, street index, parcels and designate addresses or business addresses for the purpose of initializing a notice of confirmation.
2. Enter voter history for an election.
3. Add new polling places
4. Manage established polling places.
5. Assign polling places to an election.
6. Designate early polling places.
7. Sends mass mailings and notice of confirmations.
8. Manages individual voter records.
9. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Previous Work in an office environment. Experience with data entry. Customer Service experience. Excellent organizational skills.

EDUCATION REQUIREMENTS:

High School Diploma or GED

PHYSICAL REQUIREMENTS:

Lifting: Able to lift 25 to 50 pounds stock paper boxes, and tax rolls from 3 feet to 4 feet high shelves to work area when necessary. Bend and lift in order to move files and exhibits.

Travel:

Shift Work: Regular attendance and timeliness is required. Dependable and punctual with a willingness to work overtime.

Other: Skills Test Required at Interview: Typing, 10-Key by Touch, Computer Knowledge: Windows & Microsoft/Excel/Word.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for Voter Registration Clerk/Collector. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

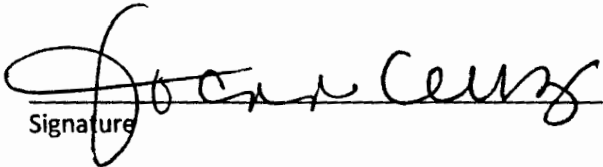
Employee Name _____

Date _____

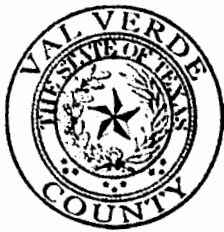
Employee Signature _____

I HAVE REVIEWED AND APPROVED THE JOB DESCRIPTIONS FOR MY DEPARTMENT

Jo Ann Cervantes, District Clerk


Signature

8/5/16
Date



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: DISTRICT CLERK

LOCATION: 100 E. Broadway

JOB TITLE: CHIEF DEPUTY

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: DISTRICT CLERK

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary

GENERAL DESCRIPTION:

The Chief Deputy will assist the District Clerk in all phases of office operations and will serve in that capacity in the absence of the District Clerk. The Chief Deputy will assist the District Clerk in supervising departmental personnel and performing complex and administrative work in processing County Courts at Law and District Court cases and maintaining official, accurate court records. The Chief Deputy will work in conjunction with the District Clerk's Office and will report to the District Clerk.

SPECIFIC RESPONSIBILITIES:

1. Supervises all employees. Oversees Criminal/Juvenile departments. Direct supervision of 9 deputies.
2. Implements and keeps up with changes in the laws that affect the District Clerk's Office.
3. Be available to make decisions or answer any routine question asked by staff.
4. Maintains effective work relationship with employees.
5. Assists in preparing time sheets and payroll to submit to Treasurers Office.
6. Assess court costs on all related cases filed in the District Clerk's Office.
7. Types all memorandums to staff. Answers the telephone and assist the General Public.
8. Responsible in reviewing Citations, Precepts, Writs of Executions, Orders of Sales, Abstracts of Judgments, etc.; issued by clerks.
9. Completes necessary forms and paperwork regarding work and supervisory activities and performs related work as required.
10. Reconcile bank statements for Child Support, Registry, Attorney General Escrow and Court Cost accounts. Prepare ledgers for all four accounts, which consists of posting checks written and deposits made to balance all accounts. Prepare all accounts, ledgers, receipt books, checkbook stubs for yearly audit.
11. Prepare new cases; log the case information, assign a new cause number, file mark our copies and copy stamp open file folders, type docket sheets, input parties, events, fees in computer on all civil and family cases filed.

12. Reopen cases, pull files and docket sheets, reenter all new updates on parties, new events and fees.
13. File documents received over the counter for
14. Involved in approving requisitions, orders and any necessary supplies related for the operation of the District Clerk's Office.
15. Assist District Judge in courtroom during arraignments by taking oaths from defendants for appointed attorneys.
16. Must be present in the Courtroom during pleas to prepare bill of cost for each defendant on each case and hand out to them.
17. Prepares paperwork for Grand Jury which is held once a month.
18. Prepare civil appeals and any case transferred in and out from other counties.
19. Open criminal cases, prepare file folders, docket sheets, and issue any paperwork necessary.
20. Index new cases numerically in computer, and input any document filed on each case, including court cost, fees, fines, etc.
21. Process civil documents, and responsible for issuing bench warrants, commitment packet to send inmate to TDCJ, precepts to serve subpoenas, Subpoena duces tecum, judgment nisi, citation for bond forfeitures, capias after appeal, arrest warrant on bond forfeitures, personal bonds, cash bonds, Writ of Habeas corpus using the word processor in computer.
22. Responsible for reviewing the submission of monthly statistical reports for the County Courts at Law and District Courts to office of court administration.
23. Responsible for other documents processed in each file; requests and orders appointing attorney, order for compensation of appointed counsel, order dismissing prosecution, adjudication and disposition orders, charge of the court and waiver of jury trial.
24. Handle evidence from jury trials.
25. Duties include being assigned primary responsibility for following divisions of the District Clerk's Office: Civil Division and Tax Division. Also works closely with District Attorney's Office, Probation Department & Sheriff's Department.
26. Cross trained in filing documents, filing new cases and re-opening cases over the counter. Preparing new case files, issuing writs, writing receipts. Docket sheet filing and computer input of case information in case management system.
27. Go to the Post Office to send and receive mail and distribute to the different deputies.
28. Look documents up on microfilm or computer and make copies as requested. Assist the public with copies, searches and in anything that pertains to the District Clerk's operations.
29. Prepares District Court monthly report for the 63rd District Court.
30. Processes E-Filing.
31. Employee in this position is required to be cross trained in other areas of the District Clerks Office.
32. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Excellent typist, 35-45 wpm, Ability to communicate in English and Spanish. Must have thorough knowledge of the clerical procedures involved in processing, recording and preparing complex legal documents, instruments, records and reports related to the operation of both Civil and Criminal County Courts at law and District Courts. Must have knowledge of the Texas Rules of Civil and Criminal Procedure and other related regulations and codes. Must have knowledge of courtroom procedures. Must have knowledge of legal terminology. Ability to train, plan, assign, and supervise the work of all departments and their employees performing varied clerical work and related duties. Ability to operate office equipment, computers, and software, related to the operation of the District Clerk's Office. Ability to

make complex arithmetic computations rapidly and accurately. Ability to establish and maintain effective working relationships with justices, members of the legal profession and the general public.

EDUCATION REQUIREMENTS:

High School Diploma or G.E.D. (General Equivalency Diploma). Must have progressively responsible experience in clerical functions of the Judicial and Legal field.

PHYSICAL REQUIREMENTS:

Lifting: lift or carry at least 5-10 lbs.

Travel: Attend trainings as required

Shift Work:

Other: Subject to sitting, standing, walking for prolonged periods of time.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **CHIEF DEPUTY CLERK**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: DISTRICT CLERK

LOCATION: 100 E. Broadway

JOB TITLE: ASSISTANT CHIEF DEPUTY

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: DISTRICT CLERK

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary

GENERAL DESCRIPTION:

The Assistant Chief Deputy will assist the District Clerk in supervising departmental personnel and performing complex and administrative work in processing County Courts at Law and District Court cases and maintaining official, accurate court records. The Chief Deputy will work in conjunction with the District Clerk's Office and will report to the District Clerk.

SPECIFIC RESPONSIBILITIES:

1. Oversees Criminal/Juvenile departments.
2. Be available to make decisions or answer any routine question asked by staff.
3. Maintains effective work relationship with employees.
4. Assess court costs on all related cases filed in the District Clerk's Office.
5. Answers the telephone and assist the General Public.
6. Assists in answering correspondence for the District Clerk.
7. Assists District Clerk in greeting jurors at the Jury Room and in the collection of jury summons.
8. Responsible in reviewing Citations and Precepts issued by clerks.
9. Responsible for approving Surety Bonds and Affidavits related to cases filed in the District Clerk's Office.
10. Completes necessary forms and paperwork regarding work and supervisory activities and performs related work as required.
11. Assist District Judge in courtroom during arraignments by taking oaths from defendants for appointed attorneys.
12. Must be present in the Courtroom during pleas to prepare bill of cost for each defendant on each case and hand out to them.
13. Prepares paperwork for Grand Jury which is held once a month.
14. Prepares Criminal Appeals and handling any case transferred in and out from other counties.
15. Open criminal cases, prepare file folders, docket sheets, and issue any paperwork necessary.
16. Index new cases numerically in computer, and input any document filed on each case, including court cost, fees, fines, etc.

17. Process criminal files, documents, and responsible for issuing summons, capias, bench warrants, commitment packet to send inmate to TDCJ, precepts to serve subpoenas, Subpoena duces tectum, judgment nisi, citation for bond forfeitures, capias after appeal, arrest warrant on bond forfeitures, personal bonds, cash bonds, Writ of Habeas corpus using the word processor in computer.
18. Responsible for the Criminal and Child Support divisions of the District Clerk's Office.
19. Works closely with District Attorney's Office, Probation Department & Sheriff's Department.
20. Employee in this position is required to be cross trained in other areas of the District Clerks Office.
21. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Excellent typist, 35-45 wpm, Ability to communicate in English and Spanish. Must have thorough knowledge of the clerical procedures involved in processing, recording and preparing complex legal documents, instruments, records and reports related to the operation of both Civil and Criminal County Courts at law and District Courts. Must have knowledge of the Texas Rules of Civil and Criminal Procedure and other related regulations and codes. Must have knowledge of courtroom procedures. Must have knowledge of legal terminology. Ability to train, plan, assign, and supervise the work of all departments and their employees performing varied clerical work and related duties. Ability to operate office equipment, computers, and software, related to the operation of the District Clerk's Office. Ability to establish and maintain effective working relationships with justices, members of the legal profession and the general public.

EDUCATION REQUIREMENTS:

High School Diploma or G.E.D. (General Equivalency Diploma). Some experience in clerical functions of the Judicial and Legal fields.

PHYSICAL REQUIREMENTS:

Lifting: lift or carry at least 5-40 lbs.

Travel: Attend trainings as needed.

Shift Work:

Other: Subject to sitting, standing, walking for prolonged periods of time.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **ASSISTANT CHIEF DEPUTY CLERK**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: DISTRICT CLERK

LOCATION: 100 E. Broadway

JOB TITLE: DEPUTY CLERK III - CIVIL

FLSA TYPE: ☐ Exempt

☒ Nonexempt

REPORTS TO: DISTRICT CLERK

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

☒ Full-time

☐ Part-time

☐ Temporary

GENERAL DESCRIPTION:

Performs intermediate skilled clerical work in the Office of the District Clerk Court. Does related work as required. Work is performed under the regular supervision of the District Clerk or Chief Deputy Clerk or Assistant Chief Deputy.

SPECIFIC RESPONSIBILITIES:

1. Prepare new cases: log in case information, assign a new cause number, file mark our copies and copy stamp the customer copies, open file folders, type docket sheets, input parties information and events and calculate fees on all civil and family cases filed., events, fees in computer on all Attorney General cases filed. For reopen cases pull out the files and docket sheets reenter all new updates on parties, new events, and fees.
2. File documents received over the counter from Attorney's Office and Pro Se or through the mail; consists of letters, motions with orders, answers, Input motions with pending orders into computer to
3. Issue citations, fill out all information for personal service citations, substituted service, subpoena, precept, and any/all other writs as required by law. Need to make three copies on to service the party, sheriff's return, and a copy for the file.
4. Scan documents out of file and ensure each document is in correct order by filing date. Check that all documents are in the computer. If not, input into the computer whenever applicable. Once this is done, display file in computer and scan each document in file.
5. Answering the telephone and directing calls to correct deputy or office.
6. Typing, daily filing and scanning, making copies, transferring file folders and documents to the different judges.
7. Go to the Post Office to send and retrieve mail and distribute to the different deputies, make bank deposits.

8. Look documents up on microfilm or computer and make copies as requested. Assist the public with copies, searches, and in anything else that pertains to this office.
9. Works closely and communicates well with the Sheriff's Office.
10. Prepares District Court monthly reports.
11. Prepares appeals for civil and family cases.
12. Assist other deputies with whatever is needed.
13. Cross trained in filing documents, filing new cases and re-open cases over the counter, preparing new case files, issuing writs, writing receipts (for copies, filing fees, child support, record search). Docket sheet filing and computer input of case information in case management system.
14. Process E-Filing.
15. Takes payments over the counter.
16. Employee in this position is required to be cross trained in other areas of the District Clerks Office.
17. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Excellent typist, 35-45 wpm, Ability to communicate in English and Spanish. Must have thorough knowledge of the clerical procedures involved in processing, recording and preparing complex legal documents, instruments, records and reports related to the operation of both Civil and Criminal County Courts at law and District Courts. Must have knowledge of the Texas Rules of Civil and Criminal Procedure and other related regulations and codes. Must have knowledge of courtroom procedures. Must have knowledge of legal terminology. Ability to train, plan, assign, and supervise the work of all departments and their employees performing varied clerical work and related duties. Ability to operate office equipment, computers, and software, related to the operation of the District Clerk's Office. Ability to make complex arithmetic computations rapidly and accurately. Ability to establish and maintain effective working relationships with justices, members of the legal profession and the general public.

EDUCATION REQUIREMENTS:

High School Diploma or G.E.D. (General Equivalency Diploma). Must have progressively responsible experience in clerical functions of the Judicial and Legal field.

PHYSICAL REQUIREMENTS:

Lifting: lift or carry at least 5-10 lbs.

Travel: Attend trainings as required

Shift Work:

Other: Subject to sitting, standing, walking for prolonged periods of time.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **DEPUTY CLERK III - CIVIL**.
I further understand that I am responsible for the satisfactory execution of the essential functions
described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: DISTRICT CLERK

LOCATION: 100 E. Broadway

JOB TITLE: DEPUTY CLERK III – GRAND JURY

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: DISTRICT CLERK

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

Performs intermediate skilled clerical work in the Office of the District Clerk Court. Does related work as required. Work is performed under the regular supervision of the District Clerk or Chief Deputy Clerk or Assistant Chief Deputy.

SPECIFIC RESPONSIBILITIES:

1. Prepare jury list for Sheriff along with all information sheets and notices to appear.
2. Take care of petite jury information sheets once returned to the office, exemption and deferral noticed.
3. Keep the clerks copy of Diejury list current with all changes made on it and record all changes in the jury book.
4. Assist in courtroom to select names for the jury trial.
5. Must place information sheets in correct order to be given to the judge and attorneys.
6. Prepare certificate of day reported for each juror who requests one.
7. Route accordingly to Judges Office for signature key and all other documents received daily and forwarded for manual filing and to case jackets.
8. Answering the telephone and directing calls to correct deputy or office.
9. Take jury summons exemptions and questionnaire cards from the public.
10. Typing, daily filing and scanning, making copies, transferring file folders and documents to the different judges.
11. Prepares quarterly reports, jury and donation reports.
12. Go to the Post Office to send and retrieve mail and distribute to the different deputies, make bank deposits.
13. Look documents up on microfilm or computer and make copies as requested. Assist the public with copies, searches, and in anything else that pertains to this office.
14. Assist other deputies as needed.

15. Take jury summons exemptions/questionnaire cards from the public; to assist jury deputy.
16. Cross trained in other departments.
17. Provide assistance when assess court costs on all related cases filed in the District Clerk's Office as needed.
18. Answers the telephone and assist the public with inquiries.
19. Employee in this position is required to be cross trained in other areas of the District Clerks Office.
20. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Must be able to type 35-40 wpm. Ability to communicate in English and Spanish. Must have through knowledge of the clerical procedures involved in processing, recording and preparing complex legal documents, instruments, records and reports related to the operation of Civil and Family District Courts. Must have knowledge of the Texas Rules of Civil Procedure and other related regulation and codes. Must have knowledge of courtroom procedures. Must have knowledge of legal terminology. Ability to train, plan and assign tasks as they pertain to the District Court. Must have the ability to do work quickly and accurately under pressure. Must be able to deal with people in their crisis situations. Must be bondable, handles large amount of money. Basic knowledge of computer operations. Must be able to enter all data on a day to day basis (constant computer input and use of word processor daily).

EDUCATION REQUIREMENTS:

High School Diploma or GED (General Equivalency Diploma)

PHYSICAL REQUIREMENTS:

Lifting: lift or carry at least 5-40 lbs.

Travel: Travel for training as needed.

Shift Work:

Other: Subject to sitting, standing, walking, reaching and handling to perform the essential functions.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **DEPUTY CLERK III – GRAND JURY**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



**VAL VERDE COUNTY
JOB DESCRIPTION**

DEPARTMENT: DISTRICT CLERK

LOCATION: 100 Broadway

JOB TITLE: DEPUTY CLERK III - JUVENILE

FLSA TYPE: ☐ Exempt

REPORTS TO: DISTRICT CLERK

☒ Non-Exempt

TYPE OF POSITION:

HOURS WORKED: 37.5/Week

- ☒ Full-time
☐ Part-time
☐ Temporary

GENERAL DESCRIPTION:

Performs intermediate skilled clerical work in the Office of the District Clerk Court. Does related work as required. Work is performed under the regular supervision of the District Clerk or Chief Deputy Clerk or Assistant Chief Deputy. All Juvenile files are confidential and are not to be discussed with anyone other than the office staff, counsel personnel, probation or attorney. Responsible for the preparation of Juvenile Appeals. Job also requires working with other departments such as the District Attorney's Office, Adult and Juvenile Probation and the Sheriff's Department.

SPECIFIC RESPONSIBILITIES:

1. Reports to Court room for Criminal pleas and arraignments (all day) for each Court 2/3 times a week.
2. Report to court room for Jury trial selection, part of the day every week for 2 courts.
3. Reconcile bank statements for Child Support, Registry, Attorney General Escrow, and Court Cost accounts. Prepare ledgers for all four accounts, which consist of posting checks written and deposits made to balance all accounts. Prepare all accounts, ledgers, receipt books, checkbook stubs, for yearly audit.
4. Prepare Quarterly Report for the Auditor's Office (with jurors' names and total paid to juror and total to be paid to District Clerks Office).
5. Prepare new cases: write in the case information on our tog assign a new cause number file mark our copies and copy stamp theirs, open file folders, type docket sheets, input parties, events, fees in computer on all Attorney General cases filed. For reopen cases pull out the files and docket sheets reenter all new updates on parties, new events, and fees.
6. File documents received over the counter from Attorney General's Office and Pro Se or through the mail; consists of letters, motions with orders, answers, Input motions with pending orders into computer to route accordingly to Judge's offices (63rd District, 83rd District, and County Court At Law) for signature, key in all other documents received daily and forward for manual filing into case jackets.
7. Route accordingly to Judge's offices (63rd District, 83rd District, and County Court at Law) for signature, key in all other documents received daily and forwarded for manual filing into case jackets.

8. Issue citations, fill out all information for personal service citations, substituted service, subpoena, precept, and any/all other writs as required by law. Need to make three copies on to service the party, sheriff's return, and a copy for the file.
9. Scan documents out of file and ensure each document is in correct order by filing date. Check that all documents are in the computer. If not, input into the computer whenever applicable. Once this is done, display file in computer and scan each document in file.
10. Open new Juvenile cases or modifications, prepare file folders, docket sheets, index cards and issue any paperwork necessary for opening the file, by using the word processor on the computer.
11. Index new cases numerically and alphabetically in the Juvenile Index. Input all Juvenile files in the private section of the computer program. This includes all documents, dates and the volume and page numbers of the document has been recorded.
12. Run a Juvenile Index at least every six months if not sooner. Juvenile cases are indexed into the Juvenile Minute Book and file card cabinet.
13. Must assist the District Judge in the courtroom during arraignments by taking oaths from Juveniles and their families for appointed attorneys and process necessary paperwork.
14. Process Juvenile files, documents and issue writs that need to be issued: summons, subpoenas, both in and out-of-county, order for detention and commitments by using the word processor on the computer.
15. Other documents processed in each file; request and order appointing attorney, order for compensation of appointed counsel, order dismissing prosecution, adjudication and disposition orders, charge of the court, waiver of jury trial, stipulation of testimony, order of commitment, final discharge, commitments to Texas Youth Commission and order modifying dispositions, etc.
16. Evidence from jury trials are also handled here.
17. Answer the telephone and direct calls to the correct deputy or office.
18. Typing, daily filing, scanning, making copies, transferring file folders and documents to the different judges.
19. Go to the Post Office to send and retrieve mail and distribute to the different deputies, make bank deposits.
20. Look documents up on microfilm or computer and make copies as requested.
21. Assist the public with copies, searches and any other services that pertain to the District Clerk's operations.
22. Assist other deputies as needed.
23. Assist child support deputy in receiving child support checks from the public and logging them in the tablet and make receipts if asked.
24. Cross trained in other departments.
25. Employee in this position is required to be cross trained in other areas of the District Clerks Office.
26. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Must be able to type 35-45 wpm. Must possess telephone skills, experience in assisting the public. Ability to do work quickly and accurately under pressure. Must be able to deal with people in their crisis situations. Must be bondable, handles large amount of money. Basic knowledge of computer operations. Must be able to enter all data on a day to day basis (constant computer input and use of word processor daily).

EDUCATION REQUIREMENTS:

High School Diploma or GED.

PHYSICAL REQUIREMENTS:

Lifting: Able to lift or carry at least 5-40 lbs.

Travel: Attend Trainings as needed.

Shift Work:

Other: Subject to sitting, standing, walking, reaching and handling to perform the essential functions.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **DEPUTY CLERK III-JUVENILE**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____

Date _____

Employee Signature _____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: DISTRICT CLERK

LOCATION:

JOB TITLE: DEPUTY CLERK II
(Civil & Family)

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: DISTRICT CLERK

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

Performs intermediate skilled clerical work in the Office of the District Clerk Court. Does related work as required. Work is performed under the regular supervision of the District Clerk or Chief Deputy Clerk or Assistant Chief Deputy.

SPECIFIC RESPONSIBILITIES:

1. Prepare new cases: log in case information, assign a new cause number, file mark our copies and copy stamp the customer copies, open file folders, type docket sheets, input parties information and events and calculate fees on all civil and family cases filed., events, fees in computer on all Attorney General cases filed. For reopen cases pull out the files and docket sheets reenter all new updates on parties, new events, and fees.
2. File documents received over the counter from Attorney's Office and Pro Se or through the mail; consists of letters, motions with orders, answers, Input motions with pending orders into computer to
3. Issue citations, fill out all information for personal service citations, substituted service, subpoena, precept, and any/all other writs as required by law. Need to make three copies on to service the party, sheriff's return, and a copy for the file.
4. Scan documents out of file and ensure each document is in correct order by filing date. Check that all documents are in the computer. If not, input into the computer whenever applicable. Once this is done, display file in computer and scan each document in file.
5. Answering the telephone and directing calls to correct deputy or office.
6. Typing, daily filing and scanning, making copies, transferring file folders and documents to the different judges.
7. Go to the Post Office to send and retrieve mail and distribute to the different deputies, make bank deposits.
8. Look documents up on microfilm or computer and make copies as requested. Assist the public with copies, searches, and in anything else that pertains to this office.

9. Responsible for the following divisions of the District Clerk's Office: Civil, family and Tax.
10. Works closely and communicates well with the Sheriff's Office.
11. Prepares District Court monthly reports.
12. Prepares appeals for civil and family cases.
13. Assist other deputies with whatever is needed.
14. Take jury summons exemptions/questionnaire cards from the public; to assist jury deputy.
15. Assist child support deputy in receiving child support checks from the public and logging them in the tablet and make receipts if asked for one.
16. Cross trained in filing documents, filing new cases and re-open cases over the counter, preparing new case files, issuing writs, writing receipts (for copies, filing fees, child support, record search). Docket sheet filing and computer input of case information in case management system.
17. Process E-Filing.
18. Employee in this position is required to be cross trained in other areas of the District Clerks Office.
19. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Excellent typist, 35-45 wpm, telephone skills, experience in assisting the public. Ability to do work quickly and accurately under pressure. Must be able to deal with people in their crisis situations. Must be bondable, handles large amount of money. Basic knowledge of computer operations. Must be able to enter all data on a day to day basis (constant computer input and use of word processor daily).

EDUCATION REQUIREMENTS:

High School Diploma or GED (General Equivalency Diploma). Prefer 2 year college or 2 years' experience as legal secretary.

PHYSICAL REQUIREMENTS:

Lifting: lift or carry at least 5-40 lbs.

Travel:

Shift Work:

Other: Subject to sitting, standing, walking, reaching and handling to perform the essential functions.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **DEPUTY CLERK II**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: DISTRICT CLERK

LOCATION:

JOB TITLE: DEPUTY CLERK II - OAG

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: DISTRICT CLERK

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

Performs intermediate skilled clerical work in the Office of the District Clerk Court. Does related work as required. Work is performed under the regular supervision of the District Clerk or Chief Deputy Clerk.

SPECIFIC RESPONSIBILITIES:

1. Figure Attorney General and Tax Suits costs and prepare a Bill of costs for file and post costs fees in the computer. This is a very precise and time consuming responsibility which is considered a form of bookkeeping.
2. Prepare new cases: write in the case information on our log assign a new cause number file mark our copies and copy stamp theirs, open file folders, type docket sheets, input parties, events, fees in computer on all Attorney General cases filed. For reopen cases pull out the files and docket sheets reenter all new updates on parties, new events, and fees.
3. File documents received over the counter from Attorney General's Office and Pro Se or through the mail; consists of letters, motions with orders, answers, Input motions with pending orders into computer to
4. Route accordingly to Judge's offices (63rd District, 83rd District, and County Court At Law) for signature, key in all other documents received daily and forward for manual filing into case jackets.
5. Issue citations, fill out all information for personal service citations, substituted service, subpoena, precept, and any/all other writs as required by law. Need to make three copies on to service the party, sheriff's return, and a copy for the file.
6. Scan documents out of file and ensure each document is in correct order by filing date. Check that all documents are in the computer. If not, input into the computer whenever applicable. Once this is done, display file in computer and scan each document in file.
7. Recording/Processing: record all documents signed by Judge's, in appropriate minutes, (5 different types), input volume and page numbers in computer, disposition codes on finished cases, copy on recording paper, log on docket sheets. Process divorce decrees, judgments, default judgments,

adoptions, order modifying prior orders transfers, name changes, dismissals and decrees of legitimation, and all other civil cases.

8. Answering the telephone and directing calls to correct deputy or office.
9. Typing, daily filing and scanning, making copies, transferring file folders and documents to the different judges.
10. Go to the Post Office to send and retrieve mail and distribute to the different deputies, make bank deposits.
11. Look documents up on microfilm or computer and make copies as requested. Assist the public with copies, searches, and in anything else that pertains to this office.
12. Assist other deputies with whatever is needed.
13. Assist child support deputy in receiving child support checks from the public and logging them in the tablet and make receipts if asked for one.
14. Prepare monthly reports for OCA.
15. Prepare monthly invoices for OAG's office.
16. Assist Criminal deputy:
 - a. In issuing and entering case numbers into Case Management System.
 - b. Attend Bond Settings (criminal)
 - c. Issue Capias/Precepts
 - d. Attend Criminal Court Hearings and prepare Bill of Costs.
 - e. Close out criminal cases in Case Management System.
17. Cross trained in filing documents, filing new cases and re-open cases over the counter, preparing new case files, issuing writs, writing receipts (for copies, filing fees, child support, record search). Docket sheet filing and computer input of case information in case management system.
18. Employee in this position is required to be cross trained in other areas of the District Clerks Office.
19. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Must be able to type 35-45 wpm, telephone skills, and experience in assisting the public. Ability to do work quickly and accurately under pressure. Must be able to deal with people in their crisis situations. Must be bondable, handles large amount of money. Basic knowledge of computer operations. Must be able to enter all data on a day to day basis (constant computer input and use of word processor daily).

EDUCATION REQUIREMENTS:

High School Diploma or GED (General Equivalency Diploma).

PHYSICAL REQUIREMENTS:

Lifting: lift or carry at least 5-40 lbs.

Travel: Travel for training as needed.

Shift Work:

Other: Subject to sitting, standing, walking, reaching and handling to perform the essential functions.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for DEPUTY CLERK II -OAG. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name_____ Date_____

Employee Signature_____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: DISTRICT CLERK

LOCATION:

JOB TITLE: DEPUTY CLERK I - CRIMINAL

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: DISTRICT CLERK

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

Performs intermediate skilled clerical work in the Office of the District Clerk Court. Does related work as required. Work is performed under the regular supervision of the District Clerk or Chief Deputy Clerk.

SPECIFIC RESPONSIBILITIES:

1. Prepare new cases: write in the case information on our log assign a new cause number file mark our copies and copy stamp theirs, open file folders, type docket sheets, input parties, events, fees in computer on all Attorney General cases filed. For reopen cases pull out the files and docket sheets reenter all new updates on parties, new events, and fees.
2. Assess court costs on all related cases filed in the District Clerk's Office.
3. Answers the telephone and assist the General Public.
4. Assists in answering correspondence for the District Clerk.
5. Assists District Clerk in greeting jurors at the Jury Room and in the collection of jury summons.
6. Assist District Judge in courtroom during arraignments by taking oaths from defendants for appointed attorneys.
7. Must be present in the Courtroom during pleas to prepare bill of cost for each defendant on each case and hand out to them.
8. Prepares Criminal Appeals and handling any case transferred in and out from other counties.
9. Open criminal cases, prepare file folders, docket sheets, and issue any paperwork necessary.
10. Index new cases numerically in computer, and input any document filed on each case, including court cost, fees, fines, etc.
11. Process criminal files, documents, and responsible for issuing summons, capias, bench warrants, commitment packet to send inmate to TDCJ, precepts to serve subpoenas, Subpoena dues tectum, judgment nisi, citation for bond forfeitures, capias after appeal, arrest warrant on bond forfeitures, personal bonds, cash bonds, Writ of Habeas corpus using the word processor in computer.

12. Employee in this position is required to be cross trained in other areas of the District Clerks Office.
13. Employee in this position is required to be cross trained in other areas of the District Clerks Office.
14. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Must be able to type 25-35 wpm, telephone skills, and experience in assisting the public. Ability to do work quickly and accurately under pressure. Must be able to deal with people in their crisis situations. Must be bondable, handles large amount of money. Basic knowledge of computer operations. Must be able to enter all data on a day to day basis (constant computer input and use of word processor daily).

EDUCATION REQUIREMENTS:

High School Diploma or GED (General Equivalency Diploma). Must have some but not necessary experience in clerical functions of the Judicial and legal field.

PHYSICAL REQUIREMENTS:

Lifting: lift or carry at least 5-40 lbs.

Travel: Travel for training as needed.

Shift Work:

Other: Subject to sitting, standing, walking, reaching and handling to perform the essential functions.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **DEPUTY CLERK I – CRIMINAL**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



VAL VERDE COUNTY JOB DESCRIPTION

DEPARTMENT: DISTRICT CLERK

LOCATION: 100 E. Broadway

JOB TITLE: DEPUTY CLERK I – GRAND JURY

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: DISTRICT CLERK

TYPE OF POSITION:

HOURS WORKED: 37.5/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

Performs intermediate skilled clerical work in the Office of the District Clerk Court. Does related work as required. Work is performed under the regular supervision of the District Clerk or Chief Deputy Clerk or Assistant Chief Deputy.

SPECIFIC RESPONSIBILITIES:

1. Prepare jury list for Sheriff along with all information sheets and notices to appear.
2. Take care of petite jury information sheets once returned to the office, exemption and deferral noticed.
3. Keep the clerks copy of Diejury list current with all changes made on it and record all changes in the jury book.
4. Assist in courtroom to select names for the jury trial.
5. Must place information sheets in correct order to be given to the judge and attorneys.
6. Prepare certificate of day reported for each juror who requests one.
7. Route accordingly to Judges Office for signature key and all other documents received daily and forwarded for manual filing and to case jackets.
8. Answering the telephone and directing calls to correct deputy or office.
9. Take jury summons exemptions and questionnaire cards from the public.
10. Typing, daily filing and scanning, making copies, transferring file folders and documents to the different judges.
11. Go to the Post Office to send and retrieve mail and distribute to the different deputies, make bank deposits.
12. Look documents up on microfilm or computer and make copies as requested. Assist the public with copies, searches, and in anything else that pertains to this office.
13. Assist other deputies as needed.
14. Take jury summons exemptions/questionnaire cards from the public; to assist jury deputy.

15. Cross trained in other departments.
16. Provide assistance when assess court costs on all related cases filed in the District Clerk's Office as needed.
17. Answers the telephone and assist the public with inquiries.
18. Employee in this position is required to be cross trained in other areas of the District Clerks Office.
19. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Must be able to type 35-40 wpm. Ability to communicate in English and Spanish. Must have through knowledge of the clerical procedures involved in processing, recording and preparing complex legal documents, instruments, records and reports related to the operation of Civil and Family District Courts. Must have knowledge of the Texas Rules of Civil Procedure and other related regulation and codes. Must have knowledge of courtroom procedures. Must have knowledge of legal terminology. Ability to train, plan and assign tasks as they pertain to the District Court. Must have the ability to do work quickly and accurately under pressure. Must be able to deal with people in their crisis situations. Must be bondable, handles large amount of money. Basic knowledge of computer operations. Must be able to enter all data on a day to day basis (constant computer input and use of word processor daily).

EDUCATION REQUIREMENTS:

High School Diploma or GED (General Equivalency Diploma)

PHYSICAL REQUIREMENTS:

Lifting: lift or carry at least 5-40 lbs.

Travel: Travel for training as needed.

Shift Work:

Other: Subject to sitting, standing, walking, reaching and handling to perform the essential functions.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **DEPUTY CLERK I – GRAND JURY**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____